



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

February 4, 2020

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: January 14, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Code Compliance Meeting Minutes

Attachment: February 27, 2019, March 12, 2019

Marine Advisory Board Meeting Minutes

Attachment: September 26, 2019, December 19, 2019

Planning & Zoning Board Meeting Minutes

Attachment: November 7, 2019

Cultural Committee Meeting Minutes

Attachment: November 25, 2019, December 9, 2019

Community Appearance Board Meeting Minutes

Attachment: December 4, 2019, December 18, 2019

APPROVAL OF THE AGENDA

February 4, 2020

AWARDS & RECOGNITION

1. **Presentation by Marc Charpentier, Norcrest Elementary School Principal.**

Sponsor: Department of Community Development

2. **Certificate of Recognition presented to Emilio Dominguez, owner of Casa Maya Grill, for creating an inclusive workplace and contributing to the Deerfield Beach Community.**

Sponsor: Vice Mayor Todd Drosky

3. **Certificate of Appreciation presented to Mary Jean "MJ" Caputo for her service on the Deerfield Beach Education Advisory Board.**

Sponsor: Vice Mayor Todd Drosky

4. **Certificates of Recognition presented to various City employees for their dedication and commitment to the Civics 101 Program with Deerfield Beach Middle School.**

Sponsor: Mayor Bill Ganz

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2020-029: APPLICATION NO. 19-12-05 (Waste Management East)

Applicant: Waste Management Inc. of Florida, represented by Michael Gai of Sun-Tech Engineering, Inc.

Proposal: Major Site Plan application seeking approval to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays.

Location: The property is generally described as YORK CHASE RONTON INDUSTRIAL PLAT 123-5 B PORTION OF PARCEL A DESC AS: BEG AT NW COR OF PAR A, E 329.15 ALG N/L PAR A, S 652.88, W 327.98, N 648.75 TO POB more particularly described in the file, and located at 1801 SW 42nd Way.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Waste Management Inc. of Florida

PUBLIC HEARINGS – SECOND READING

6. P.H. 2020-030: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON N.E. 49TH STREET FROM N.E. 48TH STREET TO DIXIE HIGHWAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Environmental Services

Attachment: Parking Restrictions

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.

BOARD APPOINTMENTS

- 7. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; providing for service without compensation; 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: Office of the City Clerk

Attachment: Board of Trustees Firefighters' Pension Trust Fund

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2019-2020 Disbursement of HOME Program Funds for the Housing Rehabilitation Program in the amount of \$92,008; providing for execution; 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 Development

Attachment: Housing Rehabilitation Program

- 9. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2019-2020 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of \$92,008; providing for execution; 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 Development

Attachment: Homebuyer Purchase Assistance Program

- 10. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Toastmasters International d/b/a Club Paradise Toastmasters - 1567808 for public speaking and leadership classes at the Hillsboro Community Center; approving the waiver of facility use fees to support the training within the City; providing for execution, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Toastmasters International

- 11. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #20-08-JW for Rental of Special Events Equipment and Supplies to A Universal Rentals and Events, Inc.; authorizing execution of an agreement with A Universal Rentals and Events, Inc.; 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 Parks & Recreation

Attachment: A Universal Rentals and Events, Inc

- 12. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing and approving the rates and charges for Hydrant Use Permits and Equipment Rental; providing for implementation, conflicts, severability, and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Hydrant Use Permit Agreement

- 13. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and the award of RFQ #20-07-PC for Coastal Engineering Consulting Services to the five responsive firms, Aptim Environmental & Infrastructure, LLC, Cummins Cederberg, Inc., Humiston & Moore Engineers, P.A., Coastal Systems International, Inc. and GHD, Inc.; authorizing the execution of contracts with the five responsive proposers; and providing for an effective date. (*Funds from Account #001-4553-539-3299 - Other Contractual Services & Account #460-5070-538-3299 - Other Contractual Services*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Coastal Engineering Consulting Services

DEPARTMENTAL BUSINESS

- 14. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by the Deerfield Beach Rotary Club for the "Italian Festival on the Beach" Special Event taking place at 2096 NE 2nd Street on April 4, 2020 from 12:00 pm to 10:00 pm; providing for an effective date. (*Funds from Account #001-7005-579-10-02 - Overtime, Account #450-4557-534-10-02 - Overtime, Account #001-3105-522-32-05 - Fire/Rescue, Fire/BSO Special Detail & Account #001-3005-521-32-05 - Law Enforcement/BSO Special Detail*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Italian Festival on the Beach

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 15. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Legislature to oppose Senate Bill 1128 preempting to the State the regulation of vacation rentals; directing the City Clerk to transmit a certified copy of this resolution to the Florida League of Cities and the Broward County Legislative Delegation; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Mayor Bill Ganz

Attachment: Vacation Rentals

- 16. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Legislature to approve Senate Bill 182 and any companion bills repealing the preemption of local laws regarding the use or sale of single-use plastic bags and polystyrene products; directing the City Clerk to transmit a certified copy of this resolution to the Florida League of Cities and the Broward County Legislative Delegation; providing for conflicts and 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: Single-Use Plastic Bags

- 17. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 18 "BUSINESSES" OF THE CITY CODE BY CREATING ARTICLE VII "PROHIBITION OF NON-MEDICAL MARIJUANA," SECTION 18-241 ENTITLED "NON-MEDICAL MARIJUANA PROHIBITED"; URGING THE STATE LEGISLATURE TO PREVENT THE LEGALIZATION OF NON-MEDICAL MARIJUANA; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for February 18, 2020

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

Sponsor: Commissioner Michael Hudak

Attachment: Recreational Marijuana

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Tuesday, February 18, 2020

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



Meeting Minutes City Commission

Tuesday, January 14, 2020

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

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes - December 3, 2019

Special City Commission Meeting Minutes - December 10, 2019

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve the 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

Community Redevelopment Agency Meeting Minutes - October 8, 2019

Education Advisory Board Meeting Minutes - October 2, 2019

Community Appearance Board Meeting Minutes - September 12, October 10 & October 23, 2019

Hillsboro Inlet District Meeting Minutes - November 18, 2019

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

January 14, 2020

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve the agenda as amended; to discuss Item 21 immediately following Awards & Recognition. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION

1. Presentation by Superintendent Robert Runcie, Broward County Schools, on SMART construction updates within Deerfield Beach.

Superintendent Runcie provided an update on progress within the district on five (5) areas. First, Mr. Runcie thanked the Commission for its support with law enforcement at the schools and other partnerships. Thereafter, he provided a PowerPoint presentation.

BCPS Graduation Rates up 12% since 2013 – Mr. Runcie provided graduation statistics concerning the graduation rates which are received from the State; the highest rates were in 2018.

Closing the Achievement Gap - BCPS Graduation Rates – Mr. Runcie said the schools have worked to close the achievement gap on various students. The line chart shows a decrease between black and white students almost in half and the gap further closed by 1% in the 2019 graduation. For students with disabilities, the graduation rates have increased by 30% since 2011. While there is more work to do, the trendline is good.

Higher Education Opportunities in High Schools – Mr. Runcie said students have more advanced offerings, whether advanced placement or the expanded blended programs throughout the district. Over 20,000 students in the County are involved in other programs that include speech and debate. Computer science has also expanded and has over 50,000 students. Mr. Runcie continued to outline other programs and the recognition by Cambridge International for School District of the Year; Broward County Schools was the first in the Nation to be recognized.

FSA ELA 2015-2019 (Grades 3 – 10) – Mr. Runcie outlined literacy scores from third grade through tenth grade. He explained how crucial it is to address learning opportunities starting in the third grade.

AWARDS & RECOGNITION - CONTINUED

Multi-layered Safeguards for Protecting Students, Staff and Visitors – Mr. Runcie said safety is very important and does not focus only on one (1) area, but several. He said now the schools include perimeter fencing, single point of entry projects have been completed two (2) years ahead of schedule. The School Board has invested heavily in additional security staff over the last couple of years; there are a little over 200 school resource officers and if not, there are armed guardians. He explained that the guardians have some type of military or law enforcement experience and are part of the security team at the schools. Mr. Runcie outlined other changes; additional cameras, agreements with law enforcement entities to allow real-time access through the camera, assure visitors and others go through the system for background checks to ensure they should be on the campus, drills, radio support at the schools and intercom system.

Area Security Managers and Zone Approach Mr. Runcie said this year another 521 security staff will be added including security specialists and campus monitors; he also explained how the budgetary process has been decentralized so the School Board has a better handle on ensuring oversight, accountability, training and support by security personnel at all schools. Additional positions called security managers have been created to work with the schools and assure functions are executed appropriately.

Where Does the Money Go? – Mr. Runcie provided a pie chart of how funds are invested and said 75% *[sic]* of the budget goes directly to the students and 18% for other services to keep the school going. Central administration spends less, 0.8%, of the budget and consistently ranks in the bottom five (5) of all 67 districts in the State.

Comparison of Millage Rates – Mr. Runcie said the School Board tries to impact the taxpayers at a minimal; whereby, after the first bond referendum, the millage is still less than what it was in 2013.

Funding Sources – Mental Health – Mr. Runcie said mental health is a big priority; thereafter, he highlighted investments made in this area. The Anti-Terrorism Education Assistance Plan is a grant that helps add 15 positions and is allocated to the Stoneman Douglas zone to help the community after the tragedy experienced a couple of years ago. Mr. Runcie also referenced another grant, SERV, whereby, 31 positions also dedicated to the Stoneman Douglas Zone. Additionally, children throughout the County are impacted by adverse childhood experiences that also need support; therefore, when the School Board went out for referendum, besides an increase to teacher salaries, they added a component for mental health dollars. Those resources will help add another 91 positions in addition to the 60 positions that have been appropriated and include social workers, family and school counselors, psychiatrist and therapists to directly provide services to students.

Cost and Context – Mr. Runcie provided a brief history on the SMART Capital Bond Renovation. In 2014, it was recognized that the County had not done a bond referendum in approximately 30 years and there was a significant amount of deferred maintenance. He outlined the various steps taken to determine the financial need. The overall budget revealed a need of \$1.4 billion; however, no additional funds are needed from taxpayers. Further, he said the \$800 million (General Obligation Bond) would have to be supplemented with additional monies from the millage; whereby, a reserve of over \$400 million has been created to accomplish the scope promised. Furthermore, he advised that eight (8) schools have been completed thus far and were within the approved budgets.

Factors Impacting the Program - Mr. Runcie said given the budgets, the amount of work, the original estimate which was very aggressive, a 7-year effort is proposed as it may take 8.5 to 9 years to complete; therefore, projects could go out to 2023.

SMART Lessons Learned – Mr. Runcie said the focus of the SMART program are the components directly impacting the classroom and student experiences in the school.

SMART Program – Mr. Runcie outlined the components for the SMART acronym and the endeavors taken thus far: S – Safety, installation of single entry points; M – Music & Art, invested over \$17 million and added over 58,000 musical instruments into the schools; A – Athletics, all tracks have been completed; R – Renovation, eight (8) schools have been completed and about 80 schools are in construction; T – Technology. Thereafter, Mr. Runcie entertained questions of the Commission.

Commissioner Parness asked what percentage of the graduating high school students entering college must take remedial courses before doing college work.

AWARDS & RECOGNITION - CONTINUED

Mr. Runcie replied that he is not sure but would reach out to Broward College and provide information to Commissioner Parness. Notwithstanding, he said it is probably far too many based on the graduation rates for college. Mr. Runcie said they are preparing students for college or career and have increased the industry certifications which he explained. He also mentioned other initiatives.

Commissioner Preston asked for the process for children who experience a crisis.

Mr. Runcie replied that the first step is identifying the child needing assistance from staff and teachers and proactively reach out to vet the situation. Currently in place, five (5) hours of mental health training this year for students during youth mental health first day training which is comprised of about 50 trainers; support staff and school staff is educated in this area; additional databases to track interventions needed at school and other initiatives. He admitted that you may not be able to see when a child is in crises, but people are being trained to identify the warning signs. Programs are being expanded to include peer mentoring and live support and other relationships that encourage students to reach out. Mr. Runcie also noted the importance of helping the families as well.

Vice Mayor Drosky asked how the SAFER program, speaking up when something happens, is being promoted. He asked how the public can assist with promoting it.

Mr. Runcie said there is a press conference surrounding SAFER Watch, which lists all schools and sends information out to families and encourage parents and students to download the app. There are a variety of sources that provide information, but the best safety mechanism is the eyes and ears of students, staff and community to report things of concern; whereby, there is collaboration with law enforcement to address these concerns.

Vice Mayor Drosky mentioned the loss of Mr. Gowdy in the City and hopes that it will be a lesson to report something if they see something. Also, Vice Mayor Drosky asked how the hurricanes and displacement of students from the Caribbean, Puerto Rico and Bahamas affected the district.

Mr. Runcie replied that due to Hurricane Dorian in the Bahamas, between 800 to 900 students were received; there have not been any from the earthquakes that occurred. He advised that they are working with agencies to support these individuals, but it is an ongoing effort.

Vice Mayor Drosky asked what the School Board can do to better equalize the shared expense of school resource officers (SRO) because Deerfield Beach funds their own, but students come from other cities like Lighthouse Point who do not have any schools, so they do not provide any funding.

Mr. Runcie said there is a working group who has met on a few occasions and last week, they met to find a sustainable, equitable funding source to better cover the cost, but not fully fund it. He said they pay about \$54,000 per SRO, but the full cost is about \$120,000 to \$160,000; nevertheless, they are seeking alternatives to reduce the inequity. Also, Mr. Runcie said any additional funds are going toward teachers as more is needed; therefore, last year, the School Board went to the public to raise money for the teachers. Moreover, he mentioned that state funding is about \$7,600 and the national average is over \$13,000. Moreover, he mentioned that the School Board and other stakeholders will be heading to Tallahassee to seek relief.

Mayor Ganz commented on the inequitable distribution for SROs. He agreed with the difficulty in seeing warning signs with mental health, but he said homelessness would create stress and most likely has some inclination as to who those children are. Nevertheless, he asked how to assist with getting housing for those students and asked to possibly collaborate and open the lines of communication to find the best resources possible.

Mr. Runcie said there is an entire unit that supports homeless students to the greatest extent possible as well as a Homeless Education Assistance Resource Team (HEART). There are approximately 4,100 students classified as homeless in Broward County and various services such as transportation, uniforms, events and other programs are provided to them and welcomed collaboration with the City. He said Mr. Gomez will follow up to determine the primary contact in the City to connect with the team.

Danny Jardine, Program Director, provided an update on the construction at each Deerfield Beach school via PowerPoint.

AWARDS & RECOGNITION - CONTINUED

Deerfield Beach Elementary School - Mr. Jardine said bids are anticipated to open tomorrow, January 15th, and should be under construction in the next couple of months.

Deerfield Park Elementary School – Mr. Jardine said it is tentatively scheduled for opening bids end of February anticipating construction late this spring throughout the summer.

Park Ridge Elementary School – Mr. Jardine said this is a Year 5 project and is currently in design with opening bids anticipated later this spring and construction starting in the summer months.

Quiet Waters Elementary School – Mr. Jardine said this is a Year 2 project and has been under construction for a little more than a year and should be finished before the summer as they are in the final transition of moving out of buildings 4 and 6 and completing those. The roofing work is underway.

Tedder Elementary School – Mr. Jardine said this is a Year 2 project and the bid process will be held on February 4th.

Deerfield Beach Middle School – Mr. Jardine said this is a Year 5 project and are in the process of construction management at risk responses to the RFQ; those proposals will be due in a couple of weeks. The agreement with the architect is also being finalized and construction will start within the next month to month and a half with anticipated completion at the end of the year or early 2021.

Deerfield Beach High School – Mr. Jardine said a letter of recommendation was received from their building department that allows them to start the advertising process for the Phase 1 project, HVAC components, which should start within the next week or mid-February when bids are received. He said the renovation will be very extensive with heating and air conditioning modifications across the campus. Phase 2 is a Year 5 project and they are advertising for proposals, the architect has been selected and will be starting next month once the Board approves the contract.

Mayor Ganz asked for clarification on a Year 5 project.

Mr. Jardine explained that some consider Year 1 of the project when the bond passed, November 2014. He advised that 18 P's were issued to designers in August 2016. In the last 40 to 42 months, they have all 236 projects underway. Some have taken much longer to go through the design process due to various requirements, but Year 5 started late last fall and most projects were phased in.

Mayor Ganz said he hopes the timeline will not shift as it would not be acceptable for the City or public. He also commented on the burden of the market. Thereafter, there was a brief discussion between Mayor Ganz and Mr. Jardine regarding the bids received during the process.

2. Proclamation presented to Dana Eller, Publisher of the Observer Newspaper, for his contributions to the City of Deerfield Beach.

Mayor Ganz said this is the first year since 1962 since the Observer Newspaper was not printed which is sad for the City. Nevertheless, he paid homage to the family that ran the newspaper for several years. Under the Eller family leadership, the newspaper has helped build the community by reflecting the voices, concerns and stories of all the local people. After 57 years, on December 26, 2019, the final edition of the Observer was printed. He thanked Mr. Eller, the Eller family, Rachel Gavin, Diane Emeott and Jim Lusk for bringing the news to Deerfield Beach. Thereafter, Mayor Ganz read the proclamation outlining the contributions the Observer Newspaper has made to the City.

Mr. Eller thanked the Commission for recognizing his family and the Observer Newspaper. The newspaper was a labor of love for his dad, both his father and grandfather were born in the City and his great grandfather came to the City in 1924. Thereafter, he thanked everyone who worked with the newspaper as they put in so much more than they were paid and lastly, he thanked all the journalist he met.

3. Certificate of Recognition presented to Frank Espinal Sr., Owner Food Bazaar, for his commitment and contributions to the Deerfield Beach Community.

AWARDS & RECOGNITION - CONTINUED

Commissioner Preston commended Mr. Espinal for his contributions and commitment to the City. Mr. Espinal has brought jobs to the City, cared for the community and tried to make it better. He said the City is blessed to have them in Deerfield Beach as they have enhanced the community and cares about the entire City. Thereafter, he presented the Certificate of Recognition.

Frank Espinal, Jr., thanked the Commission and the residents who have supported them for many years.

4. Certificate of Recognition presented to James Jackson for exceptional service to the City of Deerfield Beach and its residents.

Mayor Ganz said Mr. Jackson is a career public servant with 20 years of dedicated service who provides service to the City in myriad ways.

Commissioner Preston said there are great employees in the City, but as he has watched Mr. Jackson for a long time, he goes over and above and does not ask for recognition. He said Mr. Jackson has said he only wants his City to do better and is willing to work toward that goal.

5. Certificate of Appreciation presented to Danielle LoBono for her service on the Deerfield Beach Planning and Zoning Board.

Mayor Ganz said Ms. LoBono has been volunteering since the Code Enforcement Board that he and Vice Mayor Drosky served. Though she is not present tonight, he thanked her for her service and contributions to the Planning & Zoning Board since May 2018. Lastly, he said she has served in other capacities, and thanked her for the willingness to serve.

8. Certificate of Appreciation presented to Elizabeth Ricci for over 12 years of service within the Parks & Recreation Department.

Mayor Ganz said Ms. Ricci has worked in the Parks & Recreation Department and grew up in the Parks & Recreation programs, which he outlined. Thereafter, Mayor Ganz outlined her background in Parks & Recreation. Lastly, Ms. Ricci was presented a Certificate of Appreciation for her service.

8a. Special presentation to Commissioner Ben Preston for his acceptance into the Cardinal Gibbons Athletic Hall of Fame.

Mayor Ganz said on January 11, 2020, Commissioner Preston and his son were inducted into the Cardinal Gibbons Athletic Hall of Fame for outstanding athletic contributions and achievements. He was presented a special jacket to memorialize the occasion. Thereafter, Mayor Ganz expounded on the relationship Commissioner Preston started with Cardinal Gibbons High School in 1986 which has lasted over 30 years. Whereas, Commissioner Preston has been training student athletes for over 25 years through his business Preston Student Athletic Services, Inc. with many being Cardinal Gibbon students. He said Commissioner Preston has given back to the community continually for many years and outlined his educational and career background. Lastly, Mayor Ganz finished with a quote from Commissioner Preston, "it is not how you start, but how you finish".

Commissioner Preston said he was surprised by the presentation and expressed his view of what a hall of famer is, all the people working in the background to help when they can, especially kids needing direction. In closing, he said if someone needs a kind word, say it, a hug, hug them and if you find someone who needs food, feed them as you can never know what is happening in a person's thoughts as positive actions can prevent tragedies.

6. Presentation by Interim District Fire Chief Pellitteri to Art Kamm for his donation. (Tabled from December 3, 2019)

Chief Pellitteri said a resident donated his home that was under demolition to them for training. There were 40 probationary firefighters and about 70% of the 800 personnel who trained at the home; i.e. pulling lines, search and rescue and others. He thanked Mr. Kamm and his wife for the opportunity and presented him a fire helmet.

AWARDS & RECOGNITION - CONTINUED

Mr. Kamm said it has been a pleasure to be a citizen of the City for almost 30 years and watch them perform various activities every day.

7. Certificate of Recognition presented by Captain Rodney Brimlow to the BSO Deerfield Beach District Employees of the Month.

Captain Brimlow said although Deputy Jessica Hammel has not been in law enforcement very long, she has proven herself in remarkable ways and is the youngest detective in the City. Thereafter, he explained why Deputy Hammel is being recognized as the employee of the month; whereby, she helped save the life of a young lady who tried to commit suicide by jumping from the bridge. Though the lady tried to jump in Deputy Hammel's presence, she was able to hold the young lady for the next three (3) minutes and talk to her until other deputies arrived. After continued communication, the young lady came back to the other side.

CONSENT - BOARD APPOINTMENTS

21. Resolution 2020/006 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Tracey Williams and Camille Morse to the Deerfield Beach Education Advisory Board; and providing for an effective date.

The Resolution was read by title only.

Commissioner Parness said he nominated Ms. Williams as she is an excellent teacher and has her heart and soul in the job.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 21, adopted Resolution 2020/006. Roll Call:

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

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS

9. P.H. 2020-026: Sign Variance Case No. 775 for Chase Bank

Applicant: PROJECT EXPEDITERS CONSULTING CORP. on behalf of Weingarten Realty Investors.

Proposal: Seeking a Sign Variance from Section 102-8 (c)(2) of the Deerfield Beach Land Development Code to permit a third building sign on the south elevation, whereas only two building signs are allowed by Code.

Location: The property is generally described as A PORTION OF PARCEL A, OF "DEERFIELD MALL", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 131 PAGE 3 as more particularly described in the file, and located **3650 W. Hillsboro Blvd.**

Anthony Soroka, City Attorney, advised that Item 9 is a sign variance and requires a 4/5 vote; thereafter, he asked if the applicant wished to waive the quasi-judicial proceedings.

Jeffrey Deluca, Project Expediters, 28 Station Street, Manalapan, NJ, waived the quasi-judicial proceedings. Mr. Deluca explained that additional signs are needed at the address listed above for the new Chase Bank. The code only allows two (2) signs, but a third sign on the south elevation is needed. On the south elevation of the parking lot, there would not be any signage; therefore, a sign is being requested for that location. It is important to note that if approved, there would be a sign on the north facing west Hillsboro, on the east and south side; the west elevation would not have a sign.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he spoke in support of the proposed application due to the line of sight being impaired, traffic pattern and the difficulty to locate the business.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 9, adopted Resolution 2020/001. Roll Call:

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

Nays: 0

10. P.H. 2020-027: APPLICATION 18-A-192 – Abandonment of an Existing Drainage Easement

Applicant: **Little Harbor Estates LLC, represented by Christina Bilenki of Dunay, Miskel, & Backman LLP**
Proposal: Abandonment of an existing fifteen (15) foot wide drainage easement recorded in Plat Book 49, Page 25

Location: The property is generally described as a portion of Lot 3 and 4, Block 7, LITTLE HARBOR ON THE HILLSBORO, Section 4, according to the plat thereof, recorded in Plat Book 49, Page 25, of the Public Records of Broward County, Florida, more particularly described in the file, and located at **64 NE 11th Way**.

Christina Bilenki, applicant's representative, advised that the proposed application is a cleanup item as the property owner purchased several lots and reconfigured the lot lines, so the drainage easement was previously along the lot line, but is now internal to a lot. A new easement for the drainage facilities has been dedicated and all the drainage facilities in the old easements have been relocated. The old easement no longer serves a purpose and the applicant is requesting abandoning the easement.

Samantha Gillyard, City Clerk, advised that the applicant's agent has made campaign contributions to Mayor Bill Ganz, Vice Mayor Todd Drosky, Commissioner Bernie Parness and Commissioner Michael Hudak, as outlined in the agenda backup.

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

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 10, adopted Resolution 2020/002. Roll Call:

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

Nays: 0

PUBLIC HEARINGS - SECOND READING**11. P.H. 2020-012: ORDINANCE 2020/001 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 46 "OFFENSES" OF THE CITY CODE OF ORDINANCES PERTAINING TO EXEMPTIONS FOR OPEN BURNING ON RESIDENTIAL PROPERTY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. (Continued from December 3, 2019)**

The Ordinance was read by title only.

Anthony Soroka, City Attorney, said during the first public hearing, the Commission provided direction to assure a permit would not be needed for residential recreation, i.e. a fire pit, which must be conducted in a safe manner; thus, it would be permissible in the City. Also, the Ordinance provided a prohibition of throwing certain materials into a fire and burning them, which was also made and reflected in the second reading. It is now clear that a permit is not needed to have a small contained fire on residential property provided it is for recreational purposes and in a safe,

PUBLIC HEARINGS - SECOND READING - CONTINUED

controlled manner.

Mayor Ganz asked if controlled meant the fire must be covered.

Mr. Soroka replied that there is no definition of controlled, but it must be conducted in a manner where it is not creating a safety concern. He explained that a fire that is spreading around a property could be an issue. If it is in a fire pit or other closed apparatus, it would not be an issue. Furthermore, Mr. Soroka commented on food preparation which must be 10 feet from the property line and would also apply to recreational use.

Mayor Ganz opened the public hearing.

Alan Charney, 1917 NE 5th Street, Deerfield Beach, said he owns and operates a business called The Natural Place. It is a residence and hotel for people who suffer from multiple chemical sensitivity; a condition brought on by a person being exposed to a large amount of a chemical that affects their immune system and they become exquisitely sensitive to most chemicals. The chemicals found in wood smoke are highly dangerous to them. He explained that the property behind them has a home-built fire pit and it does not have a screen. Mr. Charney explained how these fumes affect their clients since there is no screen covering the burnt material. Ambers were landing on their roof as well as the carbonized debris which he provided samples to the Commission. Thereafter, Mr. Charney commented on how the smoke from woodburning can be detrimental to his clients and himself due to his health concerns. Lastly, Mr. Charney stated additional reasons he opposes the proposed ordinance.

Joyce Charney, 1917 NE 5th Street, Deerfield Beach, said letters were provided from their tenants and doctors explaining how dangerous it is to them and children. She said they moved here for fresh, clean air and their clients expect clean air. If clients cannot sit on the patio, open their windows or go on the beach, they no longer have a business and the clients will not have a place to live.

Mayor Ganz closed the public hearing.

Commissioner Parness said he grew up using fire pits; thereafter, he asked questions of Mr. Charney concerning his business and whether there were restrictions on fire pits before they came to the City.

Mr. Charney replied that he has been in business since 1992 and had not had any problems until recently. The person behind them has a pit and were burning more than wood; however, wood is still a problem. He said they were coming to the City before bringing their business here and never saw this problem.

Commissioner Parness said he supports the proposed ordinance because he cannot object to cooking or recreational use of a fire pit.

Commissioner Hudak said he believes this bill gives Code Enforcement an opportunity to rectify the situation occurring behind Mr. Charney's property.

Mr. Soroka said some of the things he has seen makes him believe there is a potential for Code Enforcement as you cannot use your property in a manner that creates a nuisance for others. He agreed that the proposed ordinance gives them more direction and parameters that the fire has to be in a safe, responsible manner whereby, it is small, contained and used for the purposes outlined in the Ordinance.

Mayor Ganz said he has spoken with Mr. and Mrs. Charney several times and their issue came about during the time when the Ordinance was being crafted. Other issues date back about three (3) years ago when a resident was cooking so much so that it seemed like a commercial business and the smoke was being blown directly into the neighbor's home. There was no remedy as it is difficult to enforce; nevertheless, there are extreme situations and if there is nothing on the books, no one can address it. The Charneys' are facing a new issue, but he believes the proposed ordinance will allow the City to assist them with their issue. He reiterated that having the ordinance will allow Code to go after extreme situations and does not take away residents' rights.

PUBLIC HEARINGS - SECOND READING - CONTINUED

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 11, adopted Ordinance 2020/001. Roll Call:

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

Nays: 0

12. P.H 2020-016: ORDINANCE 2020/002 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 50 "PARKS AND RECREATION", ARTICLE IV "ATHLETIC FACILITIES" OF THE CITY CODE OF ORDINANCES TO MODIFY THE CITY'S RECREATION FACILITY USE REGULATIONS AND PROVIDE FOR THE ADOPTION OF A SPORTS POLICY BY RESOLUTION OF THE CITY COMMISSION; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, said this is the second reading of the proposed ordinance; however, Item 13 is complementary to the Ordinance and if adopted, would approve a sports policy.

Preston Pooser, Director of Parks & Recreation, provided a PowerPoint presentation for the sports policy (Item 13). After collaboration with the City Attorney's Office, staff was able to gather information from other cities and believes the policy will provide a good process for all stakeholders.

Purpose – Mr. Pooser said the purpose of this policy is to outline the steps, procedures and policies that administer all the sports and recreation activities impacted by individuals and organizations. It applies to residents and non-residents and others that want to utilize the City's facilities.

Facility Use Permit Requirement – Mr. Pooser said any group wishing to utilize City facilities will need a facility use permit which is a document granting use by the organization for the exclusive right to use the facility for any specific time period. Use will require an application, followed by a permit from the City. All City sports organizations must apply for a permit for respective activities. Once a sports permit is approved, staff will work with the organizations to set up times and dates of the facilities.

Sports and Athletic Facilities (Exhibit A) – Mr. Pooser said Exhibit A of the proposed policy covers all the parks, athletic facilities, fields, tennis facilities (where applicable), etc. Thereafter, Mr. Pooser listed some of the parks and facilities included in the policy, whereby, all City parks were accounted for.

Permit Types – Mr. Pooser said there are two types of permits, long term and short term. A long-term permit is 10 days or more during a 12-month period. If someone wants a long term permit, it must be submitted no less than 60 days and not more than 120 days prior to the first requested use. An exception would be a sports organization similar to recognized organizations like Packer Rattlers, Little League, which are already approved organizations. These permits must be approved by the City Commission. Additionally, short term permits are less than 10 days in a 12-month period and must be submitted no less than 30 days, but no more than 90 days prior to the first request. It may require a special event permit which can be approved by the Parks & Recreation Director or designee. There are multiple classifications for the requests, based on priority. Applicants provide the same classification and permit category and are considered on a first come, first serve basis.

Priority Classification – Mr. Pooser said Class A is for City use; i.e. Parks & Recreation programs and will have priority use. Class B are city recognized or co-sponsored programs/activities with the City; priority under this class is a co-sponsored program and second priority are City recognized programs. Class C priority classification includes sports organizations, other non-profit groups which are not City conducted, sponsored or funded and are prioritized based on being a sports organization and secondly, other non-profit groups or programs. Mr. Pooser said there are other sub categories within those requests, in order of precedence as follows: a long-term program with payment of facility fees, a non-profit seeking facility fee waiver. For short term activities, priority would be payment of facility fees and short-term activities would be non-profits seeking facility fee waivers.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Continuing, Mr. Pooser said Class D includes educational institutions such as high school or middle schools; Class E is for individual use; Class F is for-profit programs, private lessons where the instructor is for profit; Class G is private commercial use.

Regarding facility use permit fees, Mr. Pooser said this policy and procedure aligns with the current fee schedule and the policy would incur with any future fee schedule. He said staff is hoping to bring forth a policy and procedure with different fee structures. Moreover, the City commission may grant a fee waiver or approve a different fee structure if desired.

City Conducted Programs – Mr. Pooser said these are programs the Parks & Recreation Department utilizes; fields may be utilized, and permit fees are waived.

City Recognized Programs – Mr. Pooser said not more than one (1) sports organization per particular sport. Recognized sports organizations and programs are specified in Exhibit B of policies and procedures. New sports programs or activities requests are subject to the available terms of the policy. If there are multiple requests or staff believes there will be multiple requests, staff can proceed with an RFP (request for proposals) for the same sport. The Parks & Recreation staff will review and present what is deemed the best use of the facility. He explained that once the proposed submission is received, the director will review for recommendation and place on the City Commission agenda for consideration. If it is determined that the facility can accommodate the program, and is compliant with City policy, the City reserves the right to suspend usage if the user or group does not follow the policy. He also advised that a funding request or fee waiver would have to come before the City Commission for approval.

Requirements for Sports Organizations – Cassi Warren, Assistant Director of Parks & Recreation, said minimum requirements are referenced throughout the policy; whereby, the requirements are as follows: non-profit status, board of directors with at least four (4) members and 50% of the board must be Deerfield Beach residents, bylaws must be written and adopted, must have at least one meeting per month during season and quarterly during offseason. Meetings must be publicly accessible and noticed, minutes must be done, there will be a City liaison who will serve as the communicator between the organization and City; maintain fund receipts and expenditures and provide Form 990 upon request.

Continuing, Ms. Warren said any registration held for the organization's programs must be held in a publicly accessible location and the season schedule must be submitted three (3) weeks in advance; thereafter, a facility use agreement must be signed to secure location, dates and times. All coaches and officials must have the proper certification, badges and must sign the coaches' agreement which is included in the policy as an exhibit. Ms. Warren advised that proof of insurance must be provided. Also, if a player(s) participates in multiple programs amongst sports organizations, staff requests that the player plays in a game instead of practice if both are held on the same day. Special needs must be accommodated and bullying and drugs will not be tolerated; if a child wishes to participate in a program, they must be given an opportunity.

Ms. Warren said all facility assignments will be done by the City. Regarding facility maintenance and storage, damage and cleanup, the City will be responsible for day-to-day maintenance of facilities and reserves the right to cancel, postpone or delay any practices or games as needed for the fields' condition. There will be a field condition hotline to call to find out the status. Storage at the facilities is an option but must receive prior written approval by the City and there will be a dedicated area for storage.

Additionally, Ms. Warren said vending is at the discretion of the City and any damage to the facilities is the responsibility of the sports organization. The City asks that current conditions be maintained and if not, they will be held responsible for any damage. All facilities must be cleaned after the conclusion of any event to the condition prior to the start of the event; if not, there will be a \$100 fine per violation and could owe the actual cost of repairs if applicable.

Regarding participation registration and fees, Ms. Warren said it is the organization's responsibility to determine the fee structure and must be submitted to the City for awareness. All organizational teams must include at least 50% Deerfield Beach residents with two (2) forms to prove residency.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Insurance & Indemnification Requirements - Ms. Waren said there is a section regarding insurance and indemnification requirement, whereby, liability insurance must be submitted to the City naming the City and Broward Sheriff's Office accordingly. The City can, in lieu of liability insurance, accept waivers at discretion, depending on the situation. Also, she advised that all organizations must follow all state and local mandated laws, as well as codes. If necessary, deputies may be required at the program; if so, the organization will be responsible for covering those costs. Lastly, any organization working with youth sports must comply with City Code Section 50-80 for background checks.

For-Profit Program Permit – Ms. Waren said these programs must be approved through the permit application process. If a City recognized program wishes to hold a tournament, showcase or clinic, outside their regularly scheduled season, they must follow these same guidelines. One condition for the permit is that they must have an approved facility use agreement. If someone charging and earning revenue from the event, they must pay a portion to the City in line with the fee schedule. A special event permit may be necessary; if working with youth, they must follow the Code and perform background checks and submit proper insurance.

Anthony Soroka, City Attorney, read the title for Item 13 at this time. He further explained that Item 12 is the Ordinance authorizing the adoption of the sports policy and Item 13 is the actual adoption of the sports policy.

Mr. Santucci thanked staff and the City Attorney for working vigorously on these items. He said this is an effort to ensure that staff has the proper direction on how to move forward with any type entity as it relates to the limited use of City fields. He explained that these policies provide guidance on how to respond to requests.

Thereafter, Mr. Pooser responded to Commissioner Hudak's question regarding scheduling a non-profit sports agency; whereby, if an organization is already approved, they could not be bumped.

Commissioner Preston said there are people in the community that use programs to guide children in the right direction; whereas, he wants to assure the policies are friendly and does not disrupt an individual's ability to work with the children. For example, not being able to use the gym when it is not being occupied but is locked. Lastly, he asked if the policy is friendly and encourages people to work with children.

Mr. Pooser replied yes, staff believes it is. The individuals would come to staff and they would check the dates to assure availability, but it must fall into the timeframes provided so nothing is being booked too far in advance, i.e. a year. Moreover, Parks & Recreation plans their activities several months in advance so there are no conflicts. He acknowledged that the City programs would have priority but would work with the public when a facility is not being used.

Commissioner Hudak left the dais temporarily at 8:51 p.m. and returned at 8:52 p.m.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of Items 12 and 13; thereafter, she said fields and gyms need to be closed, lights are off at the respective time to dissuade improper use of the facilities. Also, she said there must be accountability from all parties.

Lamar McThay, 1241 SW 10th Terrace, Deerfield Beach, said he and his family have worked with many kids in sports and contributed to many going to colleges and universities all over the Country. He said even those who do not participate in sports are being taught in myriad ways. While they are working with 40 to 50 children, there are likely less than 50% from Deerfield Beach which he believes affects his efforts.

There being no others for Item 12, Mayor Ganz opened the public hearing for Item 13; however, there were none to speak and the public hearing was closed.

Commissioner Parness and Vice Mayor Drosky spoke in support of the items.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Mayor Ganz spoke in support of the items and said if someone were in a position as described by Mr. McThay that there be some leeway provided that if it came before the Commission. He said he would like to see things done above board and in the open.

Mr. Pooser said anything that is not pursuant to the policy, staff would encourage the organization to come before the Commission.

Mr. Santucci said these discussions have come up among staff and it was recognized that although a sports organization may not have 50% of Deerfield Beach residents at the onset of the program, there must be a tolerance.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve Item 12, adopted Ordinance 2020/002. Voice Vote:

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

Nays: 0

13. Resolution 2020/003 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's Athletic Facility Use and Sports Policy; providing for conflicts, severability and an effective date.

The Resolution was read by title only.

See Item 12 for the full discussion.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 13, adopted Resolution 2020/003. Voice Vote:

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

Nays: 0

14. P.H. 2020-017: ORDINANCE 2020/003 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 46 "OFFENSES" OF THE CITY CODE OF ORDINANCES PROHIBITING THE DISCHARGE OF AIR GUNS, BB GUNS, AND OTHER DEVICES, EXCEPT FOR THE PURPOSE OF ERADICATING IGUANAS ON PRIVATE PROPERTY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Kathy Maggi, 125 SW 34th Avenue, Deerfield Beach, said it appears the Ordinance makes it unlawful to play with a BB gun, air gun or toy gun. Ms. Maggi continued to outline certain aspects of the Ordinance she feels are amiss; i.e. missiles and BB guns as they are regulated by the State Statute and regulate people 18 years and younger. Thereafter, she expressed concern with the use of a BB gun for iguana eradication as these objects will not hurt the larger ones.

There were no other public comments.

Mayor Ganz asked for clarification on the prohibition of BB guns as the Ordinance allows them for use in killing iguanas.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Anthony Soroka, City Attorney, said there is another code provision and while it does not specifically state BB or air guns, in the nuisance section, the subtitle is weapons. Wherein, possession or discharge of any instrument that fires a potentially dangerous projectile, gas or liquid is prohibited except in designated areas. He further advised that there is a state law that prohibits minors, possibly 16 or under from possessing air or BB guns or using those guns unless in the supervision of an adult.

Commissioner Parness provided an example of the use of a BB gun to kill a water moccasin in a person's back yard which is not allowed. He said if an iguana is killed, it is acceptable but not a water moccasin which is dangerous; therefore, he disagreed with the proposed ordinance.

Vice Mayor Drosky said the proposed ordinance appears to ban BB guns whereas, the intent of the original ordinance was to allow eradication of iguanas. It seems a conflict has been created and suggested revising the language so it meets the original intent.

Commissioner Preston said the Ordinance provides people an opportunity to eradicate iguanas as they have become a nuisance and believes people are already doing this.

Commissioner Hudak said it is his understanding that BB and air guns have already been banned. The goal of the Ordinance was to give homeowners an opportunity to humanely eradicate iguanas on their property through use of a BB gun. Right now, if an owner uses a BB gun on their property to eradicate an iguana, they are violating the law, but he understood this ordinance would allow eradication.

Mr. Soroka clarified that the Ordinance deals with the discharge of the BB gun and does not prevent a person from owning or keeping it.

In response to Commissioner Hudak's question, Mr. Soroka replied that shooting a BB gun in the back yard could likely be a violation of Section 50-109. Thereafter, he responded to other questions posed by Commissioner Hudak.

Mayor Ganz said a pellet will not harm a four-foot iguana; nevertheless, he inferred that if the Ordinance is not adopted, residents have no recourse as they would be in violation of the current city ordinance. Notwithstanding, he suggested that the language be changed if necessary. Lastly, Mayor Ganz said he does not want people to be cited for using something that is allowed for eradication.

Vice Mayor Drosky said he does not recall 50-109 being part of the discussion at the prior meeting; thus, his vote may have been different then. He suggested eliminating the first sentence from subsection a, it would alleviate his concern. The paragraph would begin as such, "It shall not be unlawful for..." and not get into the discharge aspect.

Mr. Soroka agreed with Vice Mayor Drosky and did not disagree with his recommendation; thereafter, he read from Section 50-109, "the discharge of any instrument that fires a potentially dangerous projectile is prohibited except in designated areas". There is not a separate section for designated areas, but for example a gun range would likely be considered a designated area. If the first sentence is removed, it would allow someone to use an air or BB gun to shoot an iguana in their backyard. There is also another state law that says you cannot inhumanely kill animals.

MOTION was made by Vice Mayor Drosky, seconded by Commissioner Hudak, to approve Item 14, adopted Ordinance 2020/003 as amended, removing the first sentence from subsection 46-7a. Roll Call:

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

Nays: 1 - Commissioner Parness

PUBLIC HEARINGS - SECOND READING - CONTINUED**15. P.H. 2020-018: ORDINANCE 2020/004 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS" OF THE CITY LAND DEVELOPMENT CODE BY CREATING ARTICLE X "HISTORIC PRESERVATION"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

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

In response to Commissioner Parness' question, Anthony Soroka, City Attorney, replied that the proposed ordinance does allow the City to govern what sites are historic instead of Broward County. If it is not adopted, the decision would be made at the County level.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 15, adopted Ordinance 2020/004. Voice Vote:

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

Nays: 0

16. P.H. 2020-019: ORDINANCE 2020/005 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 38, "FINANCE AND TAXATION", ARTICLE V "PROCEDURES FOR SALE OR LEASE OF CITY-OWNED PROPERTY", SECTION 38-156 "SALE OR LEASE OF CITY PROPERTY" OF THE CITY'S CODE OF ORDINANCES TO MODIFY THE PROCEDURES AND REQUIREMENTS FOR THE SALE OR LEASE OF CITY PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

The Ordinance was read by title only.

David Santucci, City Manager, explained that the proposed ordinance provides a procedure for the City to dispose of surplus property that is valued at less than the \$750,000 Charter threshold for parcels that are both developable and non-developable. The procedures were discussed at the last meeting; nevertheless, staff is available to answer questions.

Commissioner Parness spoke in support of the proposed ordinance and listed various benefits, increase in tax base, homeowner receiving additional land and removing unwanted/unused plots.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said in previous meetings, the proposed sale of the lands were brought to the Commission and public for view and asked if that process will continue.

Felipe Cerpa, 77 NW 5th Street, Deerfield Beach, said he is representing the pastor of Lifepoint Ministries. Recently, they purchased the property and were approved for a minor addition; thereafter, he explained the desire to purchase a small parcel of land in proximity to the acreage they purchased. The parcel is located at 451 N. Deerfield Avenue and if purchased, it will allow for the major site plan they have in mind. The land would be paved for a portion of parking and because there is a park next to it, this would allow for overflow parking at the park.

Anthony Soroka, City Attorney, replied to Ms. Freitag; whereby, every sale of City property will go before the Commission.

PUBLIC HEARINGS - SECOND READING - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 16, adopted Ordinance 2020/005. Voice Vote:

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

Nays: 0

17. P.H 2020-020: ORDINANCE 2020/006 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 14 "BUILDINGS AND BUILDING REGULATIONS" OF THE CITY CODE OF ORDINANCES BY CREATING ARTICLE V "PUBLIC ART PROGRAM"; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Anthony Soroka, City Attorney, advised that during the first reading, there were three (3) amendments approved by the Commission which are reflected in the proposed ordinance.

Vice Mayor Drosky outlined the three (3) changes incorporated in the second reading; ownership of the art, composition of the board members and reduction of the appeal fee from \$750 to \$500. Further, he asked for an additional change that was not discussed, the committee liaison. The proposed ordinance lists the Parks & Recreation Director or designee as the liaison, but he would like to change it to the City Manager or designee due to the adoption of the sports policy, whereas it is a very robust policy and Parks & Recreation will have their hands full.

Commissioner Hudak said he is concerned that there is no dedicated funding source and the program will go by the wayside.

Vice Mayor Drosky said he is not opposed, but is not sure that the timing is right to move forward with a funding source. He explained that by adopting the Ordinance and creating a public art committee, it is a driver in seeking funding to create the Master Plan. The Master Plan must be the priority, as funding can be secured without tapping into public tax dollars or having a budget. Though every component has not been worked out, Vice Mayor Drosky agreed that a stable funding source is needed, but to designate it now without knowing what the budget would be ahead of the Master Plan, puts the cart before the horse.

Commissioner Parness disagreed. He opined that all the structures should be in place when the committee is formed so they are aware of how much can be spent and where the funds come from. Therefore, funding the art program now will alleviate concerns of future committee members.

David Santucci, City Manager, said nothing has been funded from the City's budget in relation to public art; however, there are specific tasks that must take place afterward, if the Ordinance is passed. Staff recommends first looking at master plans which must be budgeted in a future fiscal year. Also, it will take time to choose members for the committee and he must also choose two (2) members. Thereafter, work must be done to develop the scope of services for the master plan. He said funding does not have to be in place today as there isn't any work to do at this point.

Commissioner Hudak said he does not want to stop the process due to funding but reiterated his concerns for success.

Mayor Ganz opened the public hearing.

Rita Masi, 349 NE 19th Avenue, Deerfield Beach, spoke in support of the committee. Further, Ms. Masi said she would contribute \$100 and would also like to volunteer as she is talented in collecting.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said at the last meeting, she directed the Commission to check with the National League of Cities regarding funding sources as they have always been involved in public art. She said there are grants available, so the City does not have to use its own funds.

Mayor Ganz closed the public hearing. Thereafter, he commented on his experience where boards have had spending authority and the problems it created. Therefore, he disagreed with having a large budget to get the project off the ground. Mayor Ganz also said he believes there are funding mechanisms available and what is primarily used is a development fee for anyone who develops in the City. Lastly, he suggested the groundwork be done before funds are dedicated.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Drosky, to approve Item 17, adopted Ordinance 2020/006 as amended, changing the liaison from Parks & Recreation Director to City Manager (section 14-112(h)). Voice Vote:

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

Nays: 0

18. P.H. 2020-021: ORDINANCE 2020/007 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA; AMENDING THE TEXT OF THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN RELATING TO THE MIXED USE LAND - RESIDENTIAL USE CATEGORY; AMENDING SECTION 2.6.1, PERMITTED USES IN FUTURE LAND USE CATEGORIES, RELATING TO DENSITY AND INTENSITY STANDARDS, AND AMENDING SECTION 1.7.2, RELATING TO MIXED USE LAND USED DESIGNATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE. (Approved on first reading May 21, 2019)

The Ordinance was read by title only.

Vice Mayor Drosky left the dais temporarily at 9:35 p.m.

Eric Power, Director of Planning & Development Services, said the proposed ordinance is related to the City's Comprehensive Plan, which has many review levels, City, County and State. During the various chains of approval, there were no comments from the County nor any relevant comments from the State. The proposed ordinance requests one (1) text amendment into the mixed-use land category; to add a category called High 50 Mixed Use. The change will help facilitate items such as, Pioneer Grove and any planned development districts that may come forward. Mr. Power explained that this category relates to an amount of density on a small piece of land where you currently couldn't see any type of development occurring and where the area will be prohibitive. Thereafter, he displayed a rendering of what 50 units per acres looks like and would be mid-rise around four (4) to six (6) floors with midtown development, like the Pioneer Grove area and Federal Highway. There would not be high rises, nor would any developments exceed the height limits. Additionally, Mr. Power highlighted photos of how future developments would appear which entailed examples like first floor retail or possibly garages on the bottom and three to four floors of residential development. Lastly, any type of zoning change would still require consideration by the City Commission.

Vice Mayor Drosky returned at 9:38 p.m.

Commissioner Hudak asked how the proposed ordinance would affect the barrier islands.

Mr. Power replied that the barrier islands would be exempt.

Mayor Ganz opened the public hearing.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, said she does not want any developments to look like high rises in Boca Raton.

PUBLIC HEARINGS - SECOND READING - CONTINUED

Mayor Ganz closed the public hearing.

David Santucci, City Manager, advised that this would not be the same, as this is not a means to develop high rises in the area.

Mayor Ganz commented on the sale of the Fire Station on Federal Highway; whereby, the interested parties wanted to build high rises on Federal. This ordinance provides flexibility and does not affect the referendum on the east side of the Intercoastal.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 18, adopted Ordinance 2020/007. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Kathy Maggi, 125 SW 34th Avenue, Deerfield Beach, said four (4) years ago, her voting precinct was moved to Century Village because the teen center was being renovated; then another teen center opened on FAU Boulevard. She said residents have been waiting for the teen center to open on Powerline, but nothing is happening. She expressed concern with not being able to enter Century Village for the upcoming election since she is not a resident, and as of the first, people must present ID or have a sticker pass on their vehicle. Ms. Maggi commented on her attempts to reach the Broward Supervisor of Elections Office to no avail; however, after checking their website, she is now assigned to the Meadows of Crystal Lake which is further away. Lastly, she expressed concern that the children out west no longer have a place to go.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she is speaking on behalf of Alice Chattman, Kiwanis of Deerfield West. She said Ms. Chattman wanted to remind everyone that the Kiwanis Club is holding their annual scholarship breakfast on Saturday at 9:00 a.m. at the Oveta McKeithen Recreational Complex. The cost for the breakfast is \$15, and the funds go toward scholarships for students at Deerfield Beach High School; she asked that everyone come out and join. The speaker for the event is Judge Phoebe Francois.

Doug Kennedy, 2007 Woodlands Way, Deerfield Beach, thanked the Commission for keeping the City solvent, clean and pleasant to live. Mr. Kennedy said he is the head of the association and the subdivision is comprised of 70 units; thereafter, he voiced concerns with various occurrences in the Woodlands of Deer Creek. The south border wall abuts an alleyway to the Shoppes of Hillsboro which has garbage trucks going through it constantly from 4:30 a.m. and has been ongoing for months. He said a resident took a photo at 5:15 a.m. which was sent to Vice Mayor Drosky and asked that it be addressed. Further, he suggested that BSO patrol be more present in the area and remove the garbage trucks.

Continuing, Mr. Kennedy said the Shoppes of Hillsboro, are brightly lit and are too much for the residents. He recommended pointing the lights down a little to illuminate the alley instead of invading residents' homes. Lastly, Mr. Kennedy said he sent a photo to Vice Mayor Drosky showing how garbage is lined on the alleyway and rats are running up and down the walls because the dumpsters are open and the garbage is lined on the alleyway; whereby, these matters are ongoing.

Jerry Lee, 4311 Crystal Lake Drive, #302, Deerfield Beach, said the quality of life in Crystal Lake has diminished and the once thriving Crystal Lake Golf Course, has been replaced with a housing development that reeks of fraud, corruption and greed. Mr. Lee commented on evidence being provided to the Commission regarding the development which was not considered. The project creates more traffic, accidents, congestion and deaths to accommodate an unwanted cemetery. Lastly, he opined that Mayor Ganz favored developers over the residents and asked if he would resign.

PUBLIC COMMENT - CONTINUED

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, reminded everyone that the Kiwanis Scholarship Breakfast will be held on Saturday morning as well as a choir competition on Sunday night and invited everyone to attend. Also, there will be a parade on Saturday morning. History at High Noon will be held in the Chambers tomorrow from 12 p.m. till 1 p.m. Festival of the Arts is next weekend, January 25th and 26th; she invited everyone to the beach. Ms. Freitag asked that the Commission fill vacancies as the Cultural Committee is missing nine (9) members as well as other boards. She said it is difficult to hold events like Festival of the Arts when there aren't enough volunteers. Lastly, she said there must be a way to reach out to the older generation since the Observer is no longer available.

Peter Casey, 2295 Woodlands Way, Deerfield Beach, said he agrees with Mr. Kennedy, but these conditions are not new and have no other recourse than to address them with the Commission. After reaching out to the police and code enforcement, nothing has been done and asked that the Commission find solutions to these problems. Further, he advised that many of the issues arise from Muddy Waters.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, said her district once voted in Pioneer Park when there was a center; then the Boys & Girls Club who have limited parking. She expressed concern with the access and the difficulties faced in going there and asked that something be done.

Thereafter, Mayor Ganz responded to various questions posed. First, the Woodlands area has had various issues over the years and other communities further west had issues with lights which can be easily remedied by screening the lights. The trash is reoccurring and unfortunately, it will get better then revert as it has been ongoing. Next, he believes the garbage trucks early pickup can be quickly resolved. Moreover, he agreed with the voting locations and then advised that the old teen center will not be revitalized due to having dismal attendance out west. Nevertheless, getting the facility back up and running for voting and HOA meetings is essential. Lastly, he advised that he would not be resigning.

Commissioner Preston said people should not have to deal with the issues faced by the Woodlands residents and passionately recommended that they be addressed.

Vice Mayor Drosky said a code case has begun and it goes to hearing on February 11th; however, his biggest issue is the code procedure that must be followed as it can be very slow. Also, he met with Mr. Kennedy and witnessed the issues he presented tonight. Furthermore, there is a code provision that prevents those lights should be shielded. There is an ongoing effort to work with the property owner and while voluntary compliance would be nice, the February 11th special master meeting is a backup to force a remedy. Lastly, he asked that Chad Grecsek, Director of Sustainable Management, address the issues regarding early garbage trucks.

Commissioner Parness said he would request having Le Club open for voting for the upcoming election as it is only one (1) day. The restriction to come in may possibly be waived; nevertheless, it was in place for security measures.

David Santucci, City Manager, replied to various questions of the public. He concurred that the teen center out west will not reopen with the same function and the teen center on FAU Research Boulevard is thriving. Mr. Santucci also added that the Boys & Girls Club now has their own teen center. Additionally, he explained why the old teen center has not been redeveloped; whereas, there have been struggles in the design of the renovation as it applies to ADA requirements. Thus, staff had to reevaluate what to do there, scale it back and handle the ADA requirements. The design plans are about 90% complete, but the renovation to one of the front rooms is close to completion as staff understands the need. Once the electrical and A/C work is completed, one (1) room will be done.

Continuing, Mr. Santucci said the Supervisor of Election has very stringent requirements when it comes to using a facility as an early voting or regular polling place. Staff works with them very closely when there is a planned construction project whereby an alternate location is needed. Mr. Santucci also advised that early voting would take place at Broward Health North [sic]. He apologized for garbage drivers coming too early and will further investigate the issue.

CONSENT - BOARD APPOINTMENTS

Mayor Ganz opened the public hearing for Items 19 and 20; however, there were none to speak and the public hearing was closed.

19. Resolution 2020/004 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Thelema Lamar to the Cultural Committee; and providing for an effective date.

The Resolution was read by title only.

20. Resolution 2020/005 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Annette Mitchell to the 2020 Complete Count Advisory Committee; and providing for an effective date.

The Resolution was read by title only.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Items 19 & 20.
Voice Vote:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS**22. Resolution 2020/007 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing execution of a Maintenance Memorandum of Agreement with the Florida Department of Transportation for the installation of a radar speed sign located at Hillsboro Boulevard West of NW 45th Avenue; and providing for an effective date. (*Funds from Account #108-5050-541-35-21 - Traffic Control, Signs*)**

The Resolution was read by title only.

David Santucci, City Manager, advised that the radar speed sign is in response to the traffic issues on Hillsboro Boulevard and is meant to slow the traffic down. To enter into the agreement with FDOT, the solar powered radar speed signs must be installed.

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

In response to Commissioner Preston's question, Mr. Santucci replied no, these are not photo cameras. This sign flashes the traveling speed and when the posted speed limit is exceeded, the sign will flash the actual speed as a warning and is a permanent sign.

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve Item 22, adopted Resolution 2020/007. Roll Call:

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

Nays: 0

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

23. Resolution 2020/008 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a one-year insurance coverage renewal for the City's underground storage tanks in the amount of \$33,643.00; providing for execution; and providing for an effective date. (Funds from Account #606-0900-519-37-65 - Property and Flood Insurance)

The Resolution was read by title only.

David Santucci, City Manager, said this item has not been presented to the Commission before due to the expenditure request being lower than the \$30,000 threshold. Due to the age of the City's tanks, the cost to insure is increasing which is directly related to the liability. As staff is closely evaluating the tanks, the Commission should expect more recommendations in the future. Nevertheless, the proposed resolution is for an insurance renewal for underground tanks.

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 Parness, seconded by Commissioner Hudak, to approve Item 23, adopted Resolution 2020/008. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

24. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON N.E. 49TH STREET FROM N.E. 48TH STREET TO DIXIE HIGHWAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Mayor Ganz opened the public hearing.

Karen Borge, 900 NE 49th Street, Deerfield Beach, said she and her neighbors have been affected by this issue. Their houses are directly behind the Highlands Shopping Plaza and in November, several neighbors signed a petition which she has e-mailed to several Commissioners. Ms. Borge asked that the City install no parking signs as well as no dumping signs along the back street. Over the past several months, tractor trailer trucks have parked in the rear of their homes, blocking their gates; whereby, photographs were taken. At times, the trucks are parked there for days especially over the weekend and when access to their back gates are needed, they cannot open them. The police repeatedly say nothing can be done. Ms. Borge said they have asked the drivers to not park there, but to no avail. Thereafter, she advised that a driver threatened one of the neighbors, but the police did not do anything.

Continuing, Ms. Borge said they feel very unsafe in their homes, not just because of the threats, but due to a homeless concern on the back alley as they sometimes hide between the trucks. The homeless have jumped their gates and she has had a lawnmower stolen. She continued to comment on the truck parking, aesthetics, i.e. maintaining the property, dumping and quality of life.

Mayor Ganz closed the public hearing.

DEPARTMENTAL BUSINESS - CONTINUED

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 24 on first reading.
Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY MANAGER**

Funeral Arrangements – David Santucci, City Manager, advised that he waived funeral expenses for Bryce Gowdy at the Memorial Cemetery; however, City Commission approval is still necessary even though the Commission could not meet prior to the funeral. The City Attorney requested that a motion be made to retroactively approve the waiver of those fees.

Anthony Soroka, City Attorney, said the motion should be to ratify the approval of the fee waiver for the funeral.

In response to Vice Mayor Drosky's question, Mr. Santucci replied approximately \$1500 would be waived.

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to ratify the approval of the fee waiver for Bryce Gowdy. Roll Call:

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

Nays: 0

Weekly Packet - Mr. Santucci said there will be an amendment to the County's Affordable Housing Ordinance and its implications as related to the City's affordable housing. It will go before the Planning Council at some point with Commissioner Parness as the representative. Many of staff's comments will be provided to the Commission; therefore, he asked that they review it in their packet and contact him if necessary.

Census Update – Vickki Placide Pickard, Director of Community Development, said Census 2020 is approaching and April 1st is Census Day. Thereafter, she advised that numerous individuals have been contacted about participating in the Complete County Census Committee and while they have not completed an application, she asked that the Commission either reach out to them or provide additional names and phone numbers to staff. In the interim, staff is working closely with the Census Department; the local field office has reached out to staff to host different trainings. Furthermore, the census forms will go out prior to April 1st and for the first time this year, the census can be completed online. Information will be sent out in March and each household will receive a special code to complete the census which can be done before April 1st.

Continuing, Ms. Placide Pickard said although households will receive the form via mail and have online capabilities, there are some areas which are hard to enumerate and will not complete the census; therefore, census workers must go out and knock on doors. There is also a preference to have workers from the community who are trusted, and residents will not be afraid to open their doors. She further commented on other outreach programs; printed flyers and information in collaboration with the Marketing Department that are in all the community centers. The local churches will also receive the same information. The Census also wants to attend various services and provide a new recruiter as well. More swag and information will be provided at the Commission meetings, so the census is at the forefront of the residents' minds.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

Mayor Ganz asked that information concerning the committee be shared with the Boca Raton Mayor as he has discussed with him what steps they have taken.

Ms. Placide Pickard agreed.

Commissioner Parness asked that the public encourage friends and family to complete the census as it is very important. The State may gain two (2) congressional seats which means more federal money for Florida, for schools, hospitals, etc. He said the census is not about citizenship, but counting people; therefore, no one should be completing it out of fear of vice knocking on their doors. Lastly, two (2) electoral seats may also be picked up, making Florida very important in the upcoming election.

Appropriation Bills – Mr. Santucci said both bills sent to the Legislature on the City's behalf are showing good signs and were unanimously approved in the subcommittee. He will keep the Commission abreast of what transpires.

CITY ATTORNEY

Executive Session – Anthony Soroka, City Attorney, advised that an executive session is needed in the matter of *Paul Rothberg v. City of Deerfield Beach*, a worker's comp case. He is hoping for January 27th but is confirming each Commissioner's availability.

CITY COMMISSION BUSINESS

25. Discussion regarding the City Manager Evaluation Criteria.

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

Commissioner Hudak said he created a city manager evaluation form and since he has not received a reply to make amendments, motioned approval. Also, he said he conducted his review with the City Manager already and the only thing that can be done at this time is to provide goals for the current review period. The goals he has requested included: public safety, communications and public relations, budget and financial management and lastly, employee relations. At the end of the performance review period, Mr. Santucci will be evaluated on those things regarding his success. These goals should be broad, and the Commission should not tell him how to do his job, but just what the Commission wants from him in a broad sense. The form has been signed by both him and Mr. Santucci; whereby, it was given to the Mayor for execution. Lastly, he asked that the other commissioners use the form to evaluate Mr. Santucci as well.

Commissioner Preston thanked Commissioner Hudak for taking the time to create a performance evaluation; however, he expressed concerns with how to evaluate based on the criteria outlined in the evaluation without being present every day. Further, he said the Commission must outline to the City Manager their desires which becomes his responsibility.

Commissioner Parness said individually, the Commission does not tell the City Manager how to do his job. The Commission sets policies as the Commission, not as individuals. As for rating, one of the most important things to him is availability and action. He said if he, as Commissioner, receives a reply and results, the manager has done his job. Commissioner Parness said the City Manager is good if he follows the direction of the entire Commission, not individual commissioners.

Vice Mayor Drosky said the ICMA also has a form and asked how it compares with Commissioner Hudak's form.

Commissioner Hudak replied that the form in question was based on the ICMA form.

Mayor Ganz said the evaluation is subjective, but it gives good guidance as it changes how the Commission approaches it. Mayor Ganz recommended adding metrics to the evaluation which can be tough in city government because many things can change, i.e. economic downturn. There are things that can be done and asked that under

each category have the City Manager plead his case as there will be things he does that will not be witnessed and vice versa. He provided examples of the type of metrics to include in the evaluation as well as an interactive aspect where the City Manager outlines accomplishments. Mayor Ganz said the manager would submit his own version of the form and what he has done to meet the goals under each category. Thereafter, he expounded on how evaluations are done at his place of employment and the difficulty of implementing hard metrics.

Commissioner Hudak said it could be added as a supplement because he wants to make the form as easy as possible and improve it in the future.

Commissioner Preston said the evaluation is not based on giving the manager a simple task but understanding the language as it is very subjective. Commissioner Preston said other criteria, other than a written evaluation are available; i.e. an assessment center to show that the City Manager really knows his job. When a number is committed to performance, no one will see it the same way, even if a task is given. Lastly, although the evaluation is needed, Commissioner Preston said the Commission must examine the evaluation's effectiveness.

David Santucci, City Manager, left the meeting temporarily at 10:44 p.m.

Commissioner Hudak explained that because the City Manager has five (5) commissioners to report to, it is important that he understand how he is performing for each commissioner. The evaluation provides an opportunity to tell the manager how he is doing according to the commissioner's standards as well as any areas of improvement based on their opinions.

Mayor Ganz commented on the evaluation process for the Broward County School Board which is still subjective. He said over the past 30 years, there has not been a formal evaluation of a city manager, but when they are doing a bad job, they are terminated. He recommended moving forward with the evaluation because it serves as a baseline and then you can figure out how to improve it.

Mr. Santucci returned at 10:47 p.m.

Anthony Soroka, City Attorney, said under the City Manager's contract, he can provide his own written self-evaluation to the Commission, though it is obligatory. Notwithstanding, the evaluation must be publicly discussed at a meeting whereby, certain items in the evaluation can be discussed. The agreement does not stipulate that he must fill out the form created by the Commission and if that is desired, it is a two-way contract that he would have to agree with. There are other provisions like the self-evaluation and the requirement that when submitted, to discuss at a public meeting where both the manager and commission address their evaluations.

Vice Mayor Drosky said the manager is evaluated every day through discussions and interactions and shared his understanding of each commissioner's perspective. Further he said the commission must agree on whether to have something on paper or continue the process of individual interactions. Vice Mayor Drosky said he does not disagree with the proposed evaluation and adding metrics as the Mayor suggested is wise and maybe it can be tweaked at a future meeting. For him, he said it is too soon to conduct an evaluation as he was recently hired.

Commissioner Hudak said only the goals would be set and around August, the evaluation would be done on how the manager performed on the commissioner's specific goals.

Vice Mayor Drosky said he would like to have something on paper so it is easier to critique each other and provides transparency to the public as well.

Commissioner Preston said good points have been made and he will go along with the evaluation and see how it progresses.

In response to Vice Mayor Drosky's question, Mr. Soroka replied that within the City Manager's contract, there is a provision for an evaluation, it provides that the Commission approve an evaluation criterion within a certain timeframe after execution of the contract. Whether this form is approved or not, it is important that at least the requirement be approved. The time period is from June 1 till August 30th.

CITY COMMISSION BUSINESS - CONTINUED

MOTION was made by Commissioner Parness, seconded by Commissioner Preston, to approve the form for the evaluation as required by the City Manager's contract. Roll Call:

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

Nays: 0

26. Resolution 2020/009 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2019/2020 schedule of City Commission meetings; providing for an effective date.

The Resolution was read by title only.

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

Vice Mayor Drosky asked that the meeting be moved from Tuesday, March 3rd to Wednesday, March 4th as he will be out of town.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 26, adopted Resolution 2020/009. Voice Vote:

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

Nays: 0

27. Resolution 2020/010 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting a policy to support local businesses in certain small-scale purchases; and providing for an effective date.

The Resolution was read by title only.

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

Vice Mayor Drosky said the proposed resolution is a way to support local businesses in the City for small-scale purchases that are \$500 or less that the City, where practicable, with reasonable pricing, use a local vendor as opposed to going outside the City.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to approve Item 27, adopted Resolution 2020/010. Voice Vote:

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

Nays: 0

28. Resolution 2020/011 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the payment of attorney's fees incurred by Mayor Ganz in successfully defending ethics and elections investigations; and providing an effective date.

The Resolution was read by title only.

CITY COMMISSION BUSINESS - CONTINUED

Mayor Ganz advised that this item is related to an ethics complaint filed against him regarding Operation Santa in December 2018. He explained why the complaint was filed; wherein, Commissioner Hudak, then a candidate, volunteered and Dan Herz, also a candidate and one of the complainants, was upset about it as he believes there was favoritism. Mayor Ganz explained the outcome and advised that the Ethics Commission has changed how they perceive comments from an elected official; whereby, the elected official can voice their opinion on complaints against them.

Thereafter, Mayor Ganz opened the public hearing; however, there was a question from the audience regarding the amount being \$1,000. There were no other questions or speakers.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 28, adopted Resolution 2020/011. Roll Call:

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

Nays: 0

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

World Firefighter Challenge – Commissioner Hudak said many people are unaware of Deerfield Beach, but hosting the Firefighter Challenge could change that and potentially put Deerfield Beach on a worldwide map. For years, Deerfield Beach Fire has been known nationwide as one of the top teams. The event was previously hosted in 2003 and was very successful. The 2020 event would be held on October 19 – 24; logistically, the main beach parking lot would have to be closed for five (5) days resulting in revenue loss. This event will bring over 600 firefighters and their families from around the world to eat, sleep and shop in Deerfield Beach as well as local citizens. Commissioner Hudak estimated approximately \$2 million coming into the community. He was advised that BSO (Broward Sheriff's Office) and CVB (Convention & Visitors Bureau) are willing to supplement the cost to the City and expects that local businesses like the Wyndham, DoubleTree and others would be willing to contribute. The event would be live streamed on ESPN making it a great opportunity to showcase the City to the world. If the Commission wishes to host the event, the financial and logistical hurdles can be overcome. He asked that the City sponsor the event and make it a signature, annual event. Furthermore, Commissioner Hudak asked that the Commission instruct the City Manager to have a feasibility study completed by February 18th to determine if the event makes financial sense. The study should also include reaching out to local businesses and other government/civic organizations to determine their financial contribution to the event.

Commissioners Preston and Parness spoke in support of the event and asked that the City Manager investigate the feasibility.

Vice Mayor Drosky asked what would be involved into a feasibility study as he does not like diving into something when there are many unknowns. He said there was nothing to read as it is not an agenda item; therefore, he cannot properly assess. Furthermore, it is not clear how much time the City Manager or staff will spend putting a study together. Although it sounds good, it may be cumbersome to staff.

Mayor Ganz said it seems the cost, especially with a five-day shutdown, will be enormous and would like to know how much the Broward Sheriff's Office will kick in. Thereafter, he commented on the number of people who attend the 4th of July celebration and the resources expended for the event and attendance is to capacity, but there is no help from sponsors. This year is the first-time businesses filled out a survey. Additionally, Mayor Ganz said he hopes no one is marketing the event to happen in Deerfield Beach as he has heard rumors. Though it seems like a great event, he has serious concerns and prefers sponsorship as he does not want it to cost the City anything. Lastly, he said whomever is pitching the event needs buy-in from the businesses as this will get his attention.

Commissioner Preston suggested an anecdotal feasibility study that provides surface information and the Commission possibly builds around it.

Mayor Ganz said years ago, a group asked him about bringing back the Powerboat Races to the City and he told them to provide a presentation, along with figures, but with this request no additional information was given. He said he does not want staff to do the homework for someone who came up with an idea without doing anything. He said the group who requested the Powerboat Races did the work and determined it was cost exorbitant.

David Santucci, City Manager, said the special event application process is meant to identify the costs associated with an event. In discussions with Commissioner Hudak, \$100,000 must be paid to the Firefighter's Challenge Organization to host the event and then, the City is responsible for all soft costs and/or lost revenue associated with the event. Based on what he has read in relation to the success and size of the event, it may be more than five (5) days because the schedule itself is seven (7) days with registration activity taking place the first day and day 7 being the championship. Mr. Santucci said if there is a point of contact, staff can work with him/her to identify the various aspects of the event which will help staff determine costs. His biggest concern is the deadline as there are two (2) major events the City handles, one happening this weekend and next month, Pioneer Days. Special events staff will be focused on those activities, but if there is support from the requestor and the organization does the legwork to provide pertinent information to staff for cost analysis, it can be done.

Conflict Resolution – Commissioner Hudak said our Country is at a crossroads, between hate crimes, mass shootings and terrorism, our society has become numb to violence. Youth have isolated themselves from the world and no longer live life, but view life through a small window on an iPhone. He commented on those 15 to 30 years of age living life through technology whereby, they can be whatever they desire in the virtual world. Commissioner Hudak expounded on how parents have failed to prepare this generation for the real world, where conflict is real and handling it incorrectly has real consequences. In the real world, we must accept people for their differences not just commonalities. Commissioner Hudak said he vows to serve everyone in his district, no matter the differences and to promote unity and inclusiveness. Thereafter, he commented on a group that would speak against things that are not honored in their religion. Commissioner Hudak said it is his opinion that individuals should focus on the lessons of the preferred religious text and how to live their lives by respecting, honoring and serving one another.

COMMISSIONER PRESTON

DISTRICT 2

Martin Luther King Events – Commissioner Preston said the Martin Luther King Jr. events are starting this weekend. Further, he said that notifications were sent out, but only to District 2. All other districts were systematically excluded and while those districts are diverse, they are predominantly Caucasian; nevertheless, they should have been included. He asked that moving forward, funds be available to send notification to all districts. Commissioner Preston invited everyone to attend the activities this weekend. On Sunday, January 19th, the choir competition will start at 6:00 p.m. as well as the children's choir. On Monday, January 20th, the parade will commence at 10 a.m. with many events thereafter. The speaker for the event is Senator Perry Thurston; entertainment will be provided along with battle of the bands.

Recent Shootings – Commissioner Preston said he received a lot of phone calls regarding the recent shootings on SW 3rd Street. He has spoken with Chief Brimlow and Lieutenant Hoffstein who are working to resolve the issue. He said he has never felt as though they were not concerned with these shootings and does not want anyone to think the issues are being ignored. Commissioner Preston said he has also heard gun shots in his neighborhood.

COMMISSIONER PARNESS

DISTRICT 3

Office Hours – Commissioner Parness said he opened an office in Century Village and is available the first and third Monday of the month to assist. He said it has been successful and people are coming to sit down and chat about their grievances.

Tallahassee Trip – Commissioner Parness said he is going to Tallahassee next week to represent District 3 and the City to the State Legislature. His hope is to make a change for home rule. Furthermore, he commented on the bill regarding punishing elected officials who chose to legislate guns. Commissioner Parness provided a brief history of gun laws and peoples' rights to the Second Amendment.

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

Office Hours – Vice Mayor Drosky said he will be available on February 1st at City Hall, from 10 a.m. till noon.

Martin Luther King Events – Vice Mayor Drosky said he will be in attendance for the events and will publicize the event in his weekly newsletter and hopes his residents will come. It is a good event to attend and time to self-reflect. Vice Mayor Drosky read a quote by Dr. King, “Darkness cannot drive out darkness only light can do that. Hate cannot drive out hate only love can do that”.

CITY COMMISSION BUSINESS - CONTINUED**28. Resolution 2020/011 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the payment of attorney’s fees incurred by Mayor Ganz in successfully defending ethics and elections investigations; and providing an effective date.**

Anthony Soroka, City Attorney, recommended that the Mayor abstain from this item which he did not recognize previously.

**MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to reconsider Item 28.
Voice Vote:**

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

Nays: 0

Abstain: 1 - Mayor Ganz

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 28, adopted Resolution 2020/011. Roll Call:

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

Nays: 0

Abstain: 1 - Mayor Ganz

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**MAYOR BILL GANZ**

Shootings – Mayor Ganz agreed that no one should feel comfortable hearing gun shots in their neighborhood on a regular basis. Also, he is pleased that BSO is working with the community to resolve that situation.

Community Outreach – Mayor Ganz said the community has taken a huge hit with the loss of Bryce Gowdy which has brought to light a lot of things that have happened in the community. Everyone will ask what they could have done, but the most important is communicating and providing information to people.

Mental Health Symposium – Mayor Ganz said on January 18th at 1:30 p.m., at Dillard Museum in Fort Lauderdale, there is a Black History Mental Health Symposium. Every segment or society feels differently about how they talk about mental health and this is geared specifically to the African American community because there is a belief of a stigma to discuss mental health or suicide.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Student Athlete Scholarship – Mayor Ganz said it is a complete tragedy what happened to Mr. Gowdy and recommended renaming the student athlete scholarship, which is given out through the Education Advisory Committee, the Bryce Gowdy Student Athlete, as he was much more than an athlete, but an extraordinary young man.

Request for Assistance – Mayor Ganz said he has received several phone calls from various individuals desiring to help and advised that they are working with Mr. Gowdy's mother. Mayor Ganz said he does not know them and though some people are trying to do what is best, it is also a time to exploit the situation. He cautioned everyone to be careful when people are coming forth and to contact staff for additional information before extending oneself.

Upcoming Events – Mayor Ganz outlined events for the weekend: Kiwanis Breakfast on Saturday. He also said the situation with the mailers for Martin Luther King Day needs to be rectified. Further, he commended the event and those coming out to speak.

Rumors – Mayor Ganz said there is a rumor that the City's water supply was out of compliance 56 times, which is completely false. It was stated on a website in California some years ago, but it has been corrected. Broward County would not have a problem shutting it down if it were true.

ADJOURNMENT

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak to adjourn the meeting at 11:36 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 27, 2019

Douglas Gonzales

Presiding

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

PRESENT: Bernard Pita, Code Compliance Supervisor
Lenore Graber, Senior Code Compliance Inspector
Sean Miller, Code Compliance Inspector
Nicholas Rousseau, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Winlett Banton- Jordan –Special Magistrate Clerk

For the record Shariann Pearson, Special Magistrate Clerk, swore the attendees.

<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
19010129	KING,ALLISON C FLINN & JORDAN M	531 SE 3 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 3-27-19
19010132	LYSAK,TAMMY ANN HOPKINS	602 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY \$80 PROSECUTION COST
19010133	MILO,DEREK J LE MILO,THOMAS M	606 SE 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY \$80 PROSECUTION COST

19010136	CAP DISTRIBUTION GROUP LLC	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 B12	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ANTHONY SIEGEL VIVI SOTOROFF FINAL ORDER ISSUED COMPLY BY 3-19-19 \$250 PER DAY \$80 PROSECUTION COST
19010138	J & C REMODELING GROUP CORP	214 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

19010142	PETRELLA,NICHOLAS	100 SE 12 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 3-27-19
19010148	MCKEE,ANNETTE & RICHARD	248 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

			Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
19010109	MCGUIRE,MARY	25 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

19010110	VEGA,ANTONIO C	1433 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST
19010111	RAGONEESE,NICHOLAS	1281 SW 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT CONTINUED TO 3-27-19

			SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
19010119	ALLAIRE,ANNE H/E ALLAIRE,GASTON EST	1243 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY \$80 PROSECUTION COST
19010120	CLARE,ANDREW J	115 SE 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT – ANDREW CLARE CONTINUED TO 4-24-19
19010125	HEREDIA,ROBERTO ANDRES R MEDEROS,JEISEL D	1183 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CONTINUED TO 5-29-19

18070331	FENNELL,MARYBETH H/E O'CONNOR,MICHAEL	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 A1	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19
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18070322	EGENLAUF,BRENDA L EGENLAUF,WILLIAM	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 A9	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) – Landscape REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19
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18070316	SHAMALISAGE INVESTMENTS CORP	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 B3	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19
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			ENFORCEMENT Section 98-113(a) Building permits	
18070330	HODDINOTT,GEORGE B & HODDINOTT,JOSEPH	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 B5	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070320	DEMATTEIS,STELLA ALBA MILANI NEGRI,HUGO ABEL % OLSAK	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 B7	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070321	CAP DISTRIBUTION GROUP LLC	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 C2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070318	SHAMALISAGE INVESTMENTS CORP INC	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 C4	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070329	TARRANT,JENNIFER F	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 C6	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070350	VIZCAYA INVESTMENT TR KENNELLY,JOHN S TRSTEE	711 SE 1 WAY, DEERFIELD BEACH, FL 33441 C8	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070340	SIEGLER,IRA A H/E SIEGLER,SUSAN C	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 16B	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070333	EBBITT,ANGELEE	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 B10	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070332	CAP DISTRIBUTION GROUP LLC	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 B12	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070319	SHAMALISAGE INVESTMENTS CORP	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 B14	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070335	JOURCY LLC	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 B18	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070341	SOTIROV, VENTZISLAVA ANGEL	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 C11	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070336	MORAES SERVICES LLC	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 C13	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070334	HAWERKAMP,FEDERICO & MARIA MARTA	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 C15	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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18070339	PACOLA,THAIS	721 SE 1 WAY, DEERFIELD BEACH, FL 33441 C17	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19
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			ENFORCEMENT Section 98-113(a) Building permits	
18070343	DESOUZA,DOYLE A & LIMA,ANA CLAUDIA LOPES	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 A19	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070344	ELSON,FRANCIS L & MARY L	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 A27	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070347	KENNELLY,SCOTT BARTON	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 B21	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070349	SILVA,MICHAEL	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 B25	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070348	PETROUNOV,ALEXANDER I & A LE PETROUNOV,ALEXANDER A ET AL	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 C20	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070315	BONNELLIO BELLISSIMO LLC	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 C23	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements.	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070351	VALIATTI,PAULO	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 C24	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18070342	DE MENEZES,RENATA FERNANDES	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 C26	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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18070346	FERGUSON,CHANTALE	731 SE 1 WAY, DEERFIELD BEACH, FL 33441 C22	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT – VIVIV SOTOROFF ANTHONY SIEGEL CONTINUED TO 4-24-19
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			ENFORCEMENT Section 98-113(a) Building permits	
18100079/ cm with cost	DESHOMMES,HARRY E & JUDITH	522 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
18070392	HAYES,ALBERT JR EST	1350 SW 10 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – JANNA CHINNERY EXTENDED TO 3-22-19

			Sec. 98-80.(n)(1-2) - Landscape requirements.	
19010143	MANCINI DEVELOPMENT 3000 LLC	3000 SW 15 ST, DEERFIELD BEACH, FL 33442 A	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENTS WERE RESENT – GEORGE MACARAIN ALEX BAYATNIA FINDING OF FACT ORDER. COST WAIVED
18120026	NEUTRON 3 CORP	1301 SW 34 AVE, DEERFIELD BEACH, FL 33442	FIRE PREVENTION CODE 13.3.2.28 (woodworking operations)Florida Fire Prevention code FIRE PREVENTION CODE 43.1.3.1.6 spray room construction FIRE PREVENTION CODE 43.1.3.7.2 Floor Spray Area FIRE PREVENTION CODE 43.1.7 PROTECTION FIRE PREVENTION CODE 43.1.8 Operations and Maintenance	RESPONDENT WAS PRESENT – DON FERGUSON FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

18080011	NEUTRON 3 CORP	1301 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits FIRE PREVENTION CODE 8.1.1 Basic Requirements NFPA 13 2010 ed adopted by 2012 FFPC	RESPONDENT WAS PRESENT – DON FERGUSON FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
18070125	COMMERCIAL PROP FLORIDA LLC % THOMAS M CAMPAU JR	1320 SW 32 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – RUBEN LEON CONTINUED TO 3-27-19
19010099	REALTY INCOME PROPERTIES 4 LLC % PORTFOLIO MANAGEMENT #2738	3701 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 4-24-19

18100093	SANDS,SATURN L	340 NW 3 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT BUT LEFT CONTINUED TO 5-29-19
18080158	ALTIDOR,LORINA	215 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-22-19 FOR \$100 PER DAY PER VIOLATION

18080199	BROWN-HALL,FARRIS LE HALL,ARTHUR DANE	210 NE 6 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – FARRIS-BROWNE HALL EXTENDED TO 5-24-19
18080163	VETTO,ROBERT & REGINA	14 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLEIII - ZONING DISTRICT REGULATION ; Sec. 98-55(a). - B-3 general business.	RESPONDENT WAS PRESENT – CONTINUED TO 4-24-19 INSTEAD OF BEING EXTENDED

18120006	WANDA J CARLANTONIO REV TR	3245 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements.	RESPONDENT NOT PRESENT EXTENDED TO 3-22-19
18120013/ cm with cost	WHEELER,CANDICE A	3435 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
18080196	FREITAS, RATH CARMEN	156 FARNHAM G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT EXTENDED TO 4-19-19
18060093	JACKSON,CHRISHENDA MONIQUE H/E JACKSON,CARRESSA R	179 SW 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – SANDRA JACKSON EXTENDED TO 5-24-19

18090004	SCOTT,DARLENE	198 SW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – DARLENE SCOTT EXTENDED TO 5-24-19
19010131	MOORER,MARGARET F MOORER,ANITA	216 SW 3 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
19010091	GOLDSTEIN,VICTOR	26 VENTNOR B , DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY \$80 PROSECUTION COST

19010116/ repeat	PICTURE TWO LC	3200 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - Signs Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-53(a) ARTICLE III. - ZONING DISTRICT REGULATIONS B-1 business, community	RESPONDENT WAS PRESENT – DENNY SHAUB REPEAT ORDER ISSUED FOR 1 DAY @ \$100 \$80 PROSECUTION COST
17120022	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120023	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19

17120024	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120025	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120026	NATURA INC	3001 SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19

17120028	NATURA INC	SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120031	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120032	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19

17120033	NATURA INC	SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120034	NATURA INC	SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120009	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19

17120012	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120013	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120014	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19

17120017	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120021	NATURA INC	SW NATURA AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT – ATTORNEY NECTARIA CHAKAS FRANCIS COUTURE JOSEPH MASONE CONTINUED TO 3-27-19
17120057	STROWBRIDGE, ROOSEVELT & ELLA R/ Atty. Thomas Johnston	230 SW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Sec. 98-46(a-b) - RS-7 residence, single-family. Sec. 98-46(a-b) - RS-7 residence, single- family. (a) Purpose and intent. The purpose of this district is to delineate those areas defined by the land use	RESPONDENTS WERE PRESENT – ATTORNEY THOMAS JOHNSTON COURT REPORTER JOANN LEE CONTINUED TO 5-29-19

			element of the city's comprehensive plan as suitable for moderate density development including... Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	
19010118	OCEAN'S 641 LLC	641 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-27-19
19020012	I LEE REI LLC	1278 SE 7 CT	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT BUT LEFT – DANIEL TURNER CONTINUED TO 4-24-19

19020014	LAPLAYA HOLDINGS LLC	817 SE 9 ST	Chapter 102 - Signs Section 102-7. (3)- Certain sign or sign structures prohibited. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-9-19 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
18120041	METZLER, MARK/ Atty. Andrew Ponnack	900 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-9(g) - Defacing or damaging property of another. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT – ATTORNEY ANDREW PONNACK CONTINUED TO 4-24-19

			ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
18060091	UNICONSULT REAL ESTATE LLC	1671 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT – JOSE MARTINS GIOCONDA MARTINS FINES IMPOSED AS OF 2-22-19 FOR \$125 PER DAY
19010089/cm wth cost	LOFIEGO,BROOKE	1580 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

18120024	CORAL REEF DEERFIELD LLC	970 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION Section 58- 83.(b)(1-4) - Refuse containers, contents and collection schedule.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-22- 19 FOR \$250 PER DAY
18070271	PUCCETTI GELVEZ,DIANA C H/E GELVEZ GUERRERO,MARLENE/ Atty. Briana Boev	1990 NE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – DIANA PUCCETTI FINES IMPOSED AS OF 2-22- 19 FOR \$100 PER DAY
19010144	POLYNICE,MICHEL	920 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT CASE WAS MOVED TO THE 3-12-19 HEARING

			REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
19010145	BROWN,DANA J H/E BROWN,FAYE T	900 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE WAS MOVED TO THE 3-12-19 HEARING

19010146	AUGUSTE, IDEJA	930 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION	RESPONDENT NOT PRESENT CASE WAS MOVED TO THE 3-12-19 HEARING
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			AND ENFORCEMENT Section 98-113(a) Building permits	
19010169	LOVARSON,SHAN	4311 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY \$80 PROSECUTION COST
19010113	HIGHLAND VILLAGE MHC LLC /	4900 NE 2 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY \$80 PROSECUTION COST
19010114	MANGANO,MELANIE	4517 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT WAS PRESENT – MAXWELL SANTOS CONTINUED TO 3-27-19

19010121	JIMENEZ,DANIEL	4324 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY \$80 PROSECUTION COST
19010122	SMITH,THOMAS T JR	4324 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 102 - Signs Section 102- 8.(f)(9) - Signs allowed. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY PER VIOLATION \$80 PROSECUTION COST

19010123	NUNNAKER, TRACY C EST	4339 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
19010124	STOTT, JOHNNY RAY	4335 NW 3 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT – JOHNNY STOTT CONTINUED TO 4-24-19

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits.	
19010126	CUNHA,ELI	320 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$125 PER DAY \$80 PROSECUTION COST
18070294	MAZAL TOV 613 INC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CONTINUED TO 4-24-19

19010185	BONAMO,MARINA	1210 SE 5 ST	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010188	4401 NW 9 AVENUE LLC	4401 NW 9 AVE UNITS 1-8	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT WAS PRESENT – MIKE CORDERO ROBERT RUNFOLA FINDING OF FACT ORDER ISSUED
19010190	SS PROPERTIES GROUP LLC	4061 NW 9 AVE UNIT 101	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED

			COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	
19010191	HONEYFLOWER LLC	4061 NW 9 AVE UNIT 102	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010193	HONEYFLOWER LLC	4061 NW 9 AVE UNIT 104	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED

19010196	HONEYFLOWER LLC	4061 NW 9 AVE UNIT 201	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010197	HONEYFLOWER LLC	4061 NW 9 AVE UNIT 202	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010202	HONEYFLOWER LLC	4061 NW 9 AVE UNIT 206	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) -	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED

			Preparation of bulky yard and vegetative wastes.	
19010192	SCHILLING, MARCOS	4061 NW 9 AVE UNIT 103	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010199	SCHILLING, MARCOS	4061 NW 9 AVE UNIT 203	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED

19010194	PG3 BRASIL CORP	4061 NW 9 AVE UNIT 105	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010195	VERGEZ, JORGE H	4061 NW 9 AVE UNIT 106	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19010200	SUNLAND 2017 LLC	4061 NW 9 AVE UNIT 204	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) -	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED

			Preparation of bulky yard and vegetative wastes.	
19010201	OSPINA, LUZ MARINA & DIAZ, CESAR RICARDO	4061 NW 9 AVE UNIT 205 C	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19020003	DEERFIELD COURT TOWNHOMES HOMEOWNERS ASSOC	SE 2 ST	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2(e)(2) - Storage and accumulation of refuse and solid wastes.	RESPONDENT WAS PRESENT – AISHA JACKSON CONTINUED TO 3-27-19

19020016	CAU PROPERTIES LLC BOONE PROPERTIES LLC	3991 CRYSTAL LAKE DR	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19020047	BROWN,ANNIE M	158 SW 4 ST	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED
19020013	BOCA PRO SERVICES INC	1965 NE 2 ST	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT	RESPONDENT WAS PRESENT – ANDREA CARDINALLI WILMA ANDRAD FINAL ORDER ISSUED COMPLY BY 4-19-19

			REGULATIONS Section 98-44(5) - Scope and application. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(3) - Growth of plants and placement of objects in the right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec 98-88(o)(1-4) Sec. 98-88. - Off-street parking and loading: Valet Parking	\$125 PER DAY PER VIOLATION \$80 PROSECUTION COST
18110069	HEINSOHN,JOY H/E SMITH,MICHAEL	910 SE 10 CT	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-22-19 FOR \$100 PER DAY

17080122	STAFFORD PLACE PRAXIS LIMITED PARTNERSHIP	1101 SW 15 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	RESPONDENT WAS PRESENT – ATTORNEY GRAHAM PENN CONTINUED TO 3-27-19
18030077	STAFFORD PLACE PRAXIS LIMITED PARTNERSHIP	1450 SW 11 WAY	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ATTORNEY GRAHAM PENN CONTINUED TO 3-27-19
18070129	SOUTHERN COAST ENTERPRISES	273 NW 1 ST	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT WAS PRESENT – SKIP BARRETT EXTENSION REQUEST DENIED

			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-77(5) - Non-residential walls and fences. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-77(6) - Non-residential walls and fences. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
18080187	VIDRAH,ANDREW	4138 NW 1 DR	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT NUISANCE ABATEMENT CHARGE OF \$736.52

18040116/ email	NOEL,DAVID H/E NOEL,JACQUESON	432 SW 16 PL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT – DAVID NOEL FINES MITIGATED FOR \$2,000 TO BE PAID BY 8-28-19 \$80 PROSECUTION COST
18070127/ email	IH4 PROPERTY FLORIDA LP % INVITATION HOMES - TAX DEPT/ Mary Untch	1203 SW 48 TER	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JULIE HYND FINES MITIGATED FOR \$1,900 TO BE PAID BY 3-27-19

18010026/ email	RUBIO,ISAURO	560 NE 42 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT – ERICA HERNANDES ISAURO RUBIO FINES MITIGATED FOR \$630 TO BE PAID BY 8-28-19
18040034/ email	RUBIO,ISAURO	560 NE 42 ST	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENTS WERE PRESENT – ERICA HERNANDES ISAURO RUBIO FINES MITIGATED FOR \$630 TO BE PAID BY 8-28-19
18070016	MECCARIELLO FAMILY MANAGEMENT COMPANY LLC	805 SE 1 WAY	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT NOT PRESENT IMPOSITION OF FINE AND CLAIM OF LIEN WAS VACATED.
18080020	FLORIDA REAL ESTATE INVESTORS	2606 CONGRESSIONAL WAY	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98- 113(a) Building permits	RESPONDENT NOT PRESENT VACATED FINAL ORDER

13-1469	FRAZER, WINIFRED EST	959 SE 2 AVE #226	98-113 A BUILDING PERMITS REQUIRED	RESPONDENT WAS PRESENT – MR. MOHAMMED FINES MITIGATED FOR \$5,000 TO BE PAID BY 7-24-19
16080179	FAIRWAY INVESTORS LLC/ Randall Bast	2799 CENTURY BLVD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT – RANDALL BAST FINES MITIGATED FOR \$583 TO BE PAID BY 3-27-19
16080180	FAIRWAY INVESTORS LLC/ Randall Bast	2800 CENTURY BLVD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT – RANDALL BAST FINES MITIGATED FOR \$583 TO BE PAID BY 3-27-19
16080182	FAIRWAY INVESTORS LLC/ Randall Bast	2801 CENTURY BLVD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT WAS PRESENT – RANDALL BAST FINES MITIGATED FOR \$583 TO BE PAID BY 3-27-19

18080164	DEERFIELD ESTATE GROUP LLC	56 NW 2 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 46 - OFFENSES Section 46-9(g) - Defacing or damaging property of another. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT – MUDHAR ALTAWI FINES MITIGATED FOR \$600 TO BE PAID BY 3-27-19
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 12, 2019

Eugene Steinfeld Presiding

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

PRESENT: Bernard Pita, Code Compliance Supervisor
Lenore Graber, Sr. Code Compliance Inspector
Sean Miller, Code Compliance Inspector
Gregory Wienbarg, Code Compliance Inspector
Nicholas Rousseau, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chavez, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

For the record Winlett Banton-Jordan, Special Magistrate Clerk, swore the attendees.

<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
19010189	GRETEL PROPERTIES LLC	8 SW 11 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19

19020035	VEGA,JUAN ALFREDO LAMBORELLE,ANIK	248 SE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19020036	LUKASZEWICZ,JOHN H & SANDRA L	6 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST

19010085	PARTH PROPERTIES LLC	111 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	RESPONDENT WAS PRESENT- QUIDROT MOHAMMED CONTINUED TO 4-9-19
19010086	SMITH, ERICH MICHAEL	649 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

19010079	PENDER,JOHN H/E PENDER,JUDY LOUISE DAVIS	118 SE 14 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(7) - Exterior building and structure standards	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19
19010081	BOLOWICH,STEFAN H/E BOLOWICH,APRIL	899 NE 4 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 5-10-19 \$100 PER DAY \$80 PROSECUTION COST

19010103	DE LIMA, RONALDO L VEROLA, MARCUS V	9 SE 9 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off- street parking and loading.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY PER VIOLATION
19010104	REMMERS, SCOTT & JESSICA H/E REMMERS, DONALD F & CAROL A	284 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off- street parking and loading	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY PER VIOLATION

19010083	RUTKOWSKY,GUNNAR & D JEAN	307 SE 14 PL, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY
18090066	MICHEL,MARCKDA P H/E VINCENT,ANNELA	341 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
18100134	MCCALL,LAURA L H/E MCCALL,MARK	5 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off- street parking and loading	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

19020057	MAIER,PAUL E & REGINA G	2733 SW 14 DR, DEERFIELD BEACH, FL 33442	Chapter 10 - ANIMALS Sec. 10-5. - Public nuisance Animals Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-68. (a)- Parking of a vehicle, trailer, boat or boat trailer offered for sale. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19
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			ENFORCEMENT Section 98-113(a) Building permits	
17060039	HARMON, BLAKE M & CYNTHIA M	1329 SE 14 DR, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- ATTORNEY BLAKE HARMON CONTINUED TO 5-14-19
19020006	MCCABE, JEAN M MCCABE REV TR	3982 NW 3 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST
19020007	SHIPP, MARY ELMA	352 NW 37 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

			SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements	
19020029	POITIER,GERALD & BROWN,DORIS	340 N DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19020031	TO,DUNG PHU & LAM,THANH MY	3816 NW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST

19020034	SRP SUB LLC	3944 NW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19010172	SANTORO,JOANNE M	443 NW 37 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST

19010179	JORDAN, ALTON & LUCILLE	615 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST
18100107	M & W PUMP CORP	120 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19
18070112	VRCHOTA,KURT L & VRCHOTA,JON D ETAL	2571 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19
18070041	LEWIS,SHAVALORIE D SHAVALORIE D LEWIS TR	604 NE 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19

			106(b) - Minimum standards for yard and landscape areas	
18080085	BATMASIAN, JAMES H & BATMASIAN, MARTA T	168 NW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-68. (a)- Parking of a vehicle, trailer, boat or boat trailer offered for sale.	RESPONDENT WAS PRESENT- DONALD ANDERSON EXTENDED TO 5-10-19

18090085	SPIVEY,ERIC A	673 NW 3 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT EXTENDED TO 5-10-19
19010003	SUNSHINE GASOLINE DISTRIBUTORS INC % ATTN MAXIMO ALVAREZ	1790 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
18110029	MONTGOMERY,CULA MAE EST	351 NE 1 AVE, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES DIVISION 3. - REGULATIONS, GENERALLY Section 66-59. (c)(1)(a)- Parking on residentially zoned lots	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
18090074	DICKENS,FLORINE B EST	330 N DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

			74 - Display of street numbers on buildings Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
19010186	KOSHER MARKET & DELI LLC	230 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19020001	RHONDA K HANLON TR HANLON, RHONDA K TRSTE	3281 SW 1 ST, DEERFIELD BEACH, FL 33442 A-B	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

19020005	WILLIAMS,BENNIE & VELEMINA	158 SW 5 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY COST WAIVED
19020020	GOODSTADT,IRA	3435 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of-way.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST
19020027	HERRERA,FRANCISCO J BELTRAN BELTRAN,ELSSY BEATRIZ GARZON	241 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

			Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements	
19010168	CENTURY PLAZA ASSOCIATES LP	1800 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 #Suite 1888	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ALLISON SETTLER CONTINUED TO 5-14-19
19010171	RED BARN REAL ESTATE LLC CORCOS,MENASHE	204 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT- DAVID MEDINA FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

			Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
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			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	
18120002	PALKIMAS,CHRISTOPHER	178 SW 1 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19

18120036	GEORGE,LYNDON GA /BUILDING VIOLATION	358 SW 33 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19
18120042	GIVENS,EBONY MILLER,IRENE EST	250 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(e) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 74 - Display of street numbers on buildings	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
18110064	HOUTKIN CONSULTING CORP	282 SW 5 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(j)(2) - Off- street parking and loading.	RESPONDENT NOT PRESENT EXTENDED TO 6-7-19

18100106	LACERDA,THIAGO	220 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
19010153	CHRISTIANA TR TRSTEE %SELENE FINANCE	1147 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$100 PER DAY \$80 PROSECUTION COST
18100115	MOSKOWITZ,AMANDA L STANFORD,ANGELIQUE M	811 SE 13 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-22-19 \$100 PER DAY \$80 PROSECUTION COST

18110035	CUSIDO,OMAR	804 SE 10 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(f)(1-2) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-OMAR CUSIDO FINAL ORDER ISSUED COMPLY BY 5-10-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
18110007	JAROPHIN INVESTMENT INC	1617 SE 3 CT, DEERFIELD BEACH, FL 33441	Chapter 102 - Signs Section 102-5.(a) – Permits Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS Section 98-55(b)(1-22)- B-3 general business	RESPONDENT NOT PRESENT ORDER WAS DISMISSED

18110052	925 OCEAN PLACE LLC	925 SE 20 AVE, DEERFIELD BEACH, FL 33441	Chapter 78 - COMMUNITY APPEARANCE BOARD Section 78-5. - Submission of plans and specifications. Community Appearance Board Requirement	RESPONDENT WAS PRESENT- YOEL MIZRAHI EXTENDED TO 4-5-19
19010107	NERELUS,BAYNARD H/E ALEXANDRE,JINETTE	284 NE 40 ST, DEERFIELD BEACH, FL 33064	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY
19010108	KARTEL,ALLA	410 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 10 - ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENTS WERE PRESENT- ATTORNEY THOMAS JOHNSTON ALLA KARTEL LYNNE NEWBERRY FINDING OF FACT ORDER ISSUED COST WAIVED

18100123	KNOBLOCH,M J	1917 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(5) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading	RESPONDENT NOT PRESENT- EXTENDED TO 5-10-19
18110028	SCHAD SOUTH LLC	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY PER VIOLATION

			105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section	
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			58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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18110054	MISURACA, MARIO	26 COLUMBIA CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(5) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY PER VIOLATION
19010145	BROWN,DANA J H/E BROWN,FAYE T	900 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT- DANA BROWN FINAL ORDER ISSUED COMPLY BY 5-10-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

			SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
19010144	POLYNICE, MICHEL	920 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

19010146	AUGUSTE,IDEJA	930 NE 52 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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			Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
19020026	MONROE, TRAVA T	910 NE 50 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

			REGULATIONS Section 98-80.(u) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	
19020017	ESCOBAR, ANNE S MARTINEZ, XENIA	461 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

19020018	OROZCO,AGUSTIN ALCANTAR,EMILIA	471 SW 15 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19020044	MAIER,PAUL E & REGINA G	2733 SW 14 DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19

19010181	PECHMAN, STANLEY	2404 SW 12 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19020045	RIVARD, RENE J & JUDY A	1311 SW 7 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements	RESPONDENTS WERE PRESENT- RENE AND JUDY RIVARD CONTINUED TO 5-14-19

19010078	CHRISTIANA TR TRSTEE % SELENE FINANCE	1147 SW 24 TER, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CASE WITHDRAWN
19020019	BLUE,CHARLES JR & FRANCES	1540 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19
19020021	WIMBERLY,SHIRLEY	1530 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(4) - Exterior building and structure standards	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST

19020022	FETLAR LLC	1505 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
19020023	NEWTON,DIANN	1521 SW 3 TER, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec.	RESPONDENT WAS PRESENT- DIANN NEWTON FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

			98-80.(n)(1-2) - Landscape requirements	
19020030	COLLON,SHIRLEY L	5290 NE 9 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards	RESPONDENT WAS PRESENT- GLENN COLLON FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

19020028	SCHAD SOUTH LLC	5311 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE WITHDRAWN
19010057	BARWOOD GROUP INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441 602	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010060	DEERFIELD INVESTMENTS GROUP INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441 606	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010061	DEERFIELD INVESTMENTS GROUP INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441 607	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010055	ALFRED,JACSON	399 SW 13 PL, DEERFIELD BEACH, FL 33441 609	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010058	BARWOOD GROUP INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441 613	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010056	MORTGAGE FUNDING CORP OF AMERICA INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441616	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010062	DEERFIELD INVESTMENTS GROUP INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441 621	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010059	DEERFIELD INVESTMENTS GROUP INC	399 SW 13 PL, DEERFIELD BEACH, FL 33441 624	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010065/POST	BARWOOD GROUP INC	1331 S DIXIE HWY, DEERFIELD BEACH, FL 33441 304	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010070	CONZE,KERNES	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 202	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010067	BARWOOD GROUP INC	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 203	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010071	DEERFIELD INVESTMENT GROUP INC	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 204	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010074	DEERFIELD INVESTMENTS GROUP INC	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 213	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010068	DEERFIELD INVESTMENTS GROUP INC	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 214	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010077	GEFFRARD,MARIE THERESE H/E GEFFRARD,ST JUSTE	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 215	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010073	SINGH, CHITRA	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 218	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010076/POST	DEERFIELD INVESTMENTS GROUP INC	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 219	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010075	DEERFIELD INVESTMENTS GROUP INC	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 223	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010064/POST	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	1333 S DIXIE HWY, DEERFIELD BEACH, FL 33441 224	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010009	AXXON RENT REV LAND TR AXXON RENT LLC TRSTEE	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 401	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010016/POST	DEERFIELD INVESTMENTS GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 402	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010029/POST	SAINT LOUIS,JACCINETTE	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 403	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010024/POST	SUNRISE AFFORDABLE HOUSING LLC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 404	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010018/POST	DEERFIELD INVESTMENTS GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 405	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010013	TRIANA INVESTMENTS GROUP LLC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 406	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010021	LACOMBE,GUERTA	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 407	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010011	CASIMIR,JAQUOT	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 408	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010030	SUNNY QUEST HOLDINGS LLC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 409	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010017/POST	DEERFIELD INVESTMENT GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 410	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010015/POST	DEERFIELD INVESTMENTS GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 411	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010027	RIBEIRO,MARGARETH	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 412	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010012	DEERFIELD INVESTMENT GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 413	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010007	ALMONOR,NICAISE	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 414	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010028/POST	SANTO,MAURICIO	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 415	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010025/POST	RAMOS,GILMAR	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 416	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010023/POST	PITA,ANTONIO RODRIGUES JR	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 417	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010019/POST	DEERFIELD INVESTMENTS GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 418	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010026	RIBEIRO,MARCOS PIRES JR	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 419	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010014	MARTIN,SARAY	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 420	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010010/POST	BARWOOD GROUP INC	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 421	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010020/POST	DOS SANTOS,MAURYSIO DOS SANTOS,ADRIANA	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 422	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010008/POST	ANCONETANI,ANA KARINA MOLENTINO,PAOLA	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 423	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010022	OPPERMAN,WILLIAM	1335 S DIXIE HWY, DEERFIELD BEACH, FL 33441 424	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010052	SOBRINHO, ANETE R	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 501	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010036	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 502	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010042/POST	MORTGAGE FUNDING CORP OF AMERICA	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 503	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010180/POST	MORTGAGE FUNDING CORP OF AMERICA	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 504	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010051/POST	SAINTIL,FANISE	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 505	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010049	KAPOK INVESTMENT PROPERTIES INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 506	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010048/POST	MORTGAGE FUNDING CORP OF AMERICA INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 507	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010038	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 508	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010054	TRIANA INVESTMENTS GROUP LLC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 509	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010045	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 510	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010040	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 511	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010032/POST	CIANCHI,JULIO C	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 512	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010039/POST	DOS SANTOS,ADRIANA DOS SANTOS,MAURYSIO	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 514	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010053/POST	TOLANI,CHANDNI N	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 515	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010046/POST	FLORES,ALVARO A	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 516	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010037	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 517	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010035	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 518	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010043	EUGENE, RAMCES	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 519	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010050	BARWOOD GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 520	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010041	DEERFIELD INVESTMENTS GROUP INC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 521	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010031/POST	ALMONOR,NICAISE	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 522	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST

19010044	EUTHENIA USA LLC	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 523	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010034/POST	SCHREIER, RAGNAR	1337 S DIXIE HWY, DEERFIELD BEACH, FL 33441 524	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENTS WERE PRESENT- RAGNAR SCHEEN JASMINE VALENTINE FINAL ORDER ISSUED COMPLY BY 6-7-19 \$100 PER DAY \$80 PROSECUTION COST
19010170	EIRE KITCHENS LLC	611 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-5-19 \$100 PER DAY \$80 PROSECUTION COST

16100083	HIGHLAND VILLAGE MHC LLC/ Attorney Shawn Arbeiter	4900 NE 2 Ave DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(c). - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT- ATTORNEY SHAWN ARBEITER DOUGLAS EBY JERI NAPP CONTINUED TO 4-9-19
19010102	FLETCHER, PAMELA	4140 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 5-14-19
18100125	OLIVEIRA,LIREUDA C & OLIVEIRA,MANUEL C	4320 NW 4 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

			ENFORCEMENT Section 98-113(a) Building permits	
18110021	ROSEMY,MARCENE	560 NE 38 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-8-19 FOR \$100 PER DAY PER VIOLATION
18070397	LEMAIRE,MARIE LAURETTE	217 NE 45 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT- MARIE LEMAIRE EXTENDED TO 4-5-19

19010134	BROOKFIELD GARDENS N MASTER ASSN	708 SE 2 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENTS WERE PRESENT- CARY RATLIFF SABRINA BARE CONTINUED TO 4-9-19
19010088	AWADALLAH,MILAD M	120 NW ELLER ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19

18120012	RANDALL,LIMBERT EST	182 SW 6 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES DIVISION 2. - NUISANCE ABATEMENT PROGRAM Subdivision I. - General Provisions Section 34-122 - Authority. Added Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc	RESPONDENT WAS PRESENT- SHARON RANDALL CONTINUED TO 6-11-19
17100004	JOSEPH,NELSON	4351 NE 6 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- NAT FULLER EXTENDED TO 5-10-19
19020090	WILLIAMS, JOHN H & JACQUELINE	187 SW 5 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - Signs Section 102-5.(a) - Permits	RESPONDENT NOT PRESENT CONTINUED TO 4-9-19

19020085	EXANTUS, NADINE	173 SW 1 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 153 MIN HOUSE RENTAL HOUSING; SEC 153.35 (A) RESPONSIBILITIES OF OCCUPANTS Chapter 153 MIN HOUS RENTAL HOUSING; SEC. 153.23(B)(1) MINIMUM STANDARDS FOR INTERIOR OF BUILDINGS. ELECTRICAL, LIGHT & VENTILATION Chapter 153 MIN HOUSE RENTAL HOUSING; SEC. 153.23(E)(4)(d)	RESPONDENT WAS PRESENT- NADINE EXANTUS CONTINUED TO 5-14-19
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			MINIMUM STANDARDS FOR INTERIOR OF BUILDINGS	
18100079	DESHOMMES, HARRY E & JUDITH	522 SE 6 AVE, DEFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
19020014	LAPLAYA HOLDINGS LLC	817 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 102 - Signs Section 102-7. (3)- Certain sign or sign structures prohibited Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings	RESPONDENT NOT PRESENT CONTINUED TO 3-27-19

18040003	BMS DEERFIELD BEACH LLC % DEPT PT FL 25706/Attorney Jeffery R. Lawley	150 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(u) - Landscape requirements	RESPONDENT NOT PRESENT SETTLEMENT IN THE AMOUNT OF \$910 PLUS \$80 COST TO BE PAID BY 4-9-19
17020066	CIK INVESTMENTS LLC	242 SW 3 ST , DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ERIC SALAMA SETTLEMENT IN THE AMOUNT OF \$500 TO BE PAID BY 4-9-19
17030112	CIK INVESTMENTS LLC	242 SW 3 ST , DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ERIC SALAMA SETTLEMENT IN THE AMOUNT OF \$500 TO BE PAID BY 4-9-19

18070129	SOUTHERN COAST ENTERPRISES	273 NW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-77(5) - Non- residential walls and fences Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-77(6) - Non- residential walls and fences Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off- street parking and loading	RESPONDENTS WERE PRESENT- ATTORNEY ANDREW SCHEIN SKIP BARRETT VACATE ORDER ISSUED FINAL ORDER EXTENDED TO 6-7-19
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18070271	PUCETTI GELVEZ,DIANA C H/E GELVEZ GUERRERO,MARLENE	1990 NE 3 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER VACATED
16010104	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13. - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94.(4) - Growth of plants and placement of objects in the right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-95.(a)(1) - Landscaping and paving	RESPONDENT DID NOT APPEAR IMPOSITION OF FINE AND CLAIM OF LIEN VACATED

15090045	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75.(1)(b) - Residential walls, fences and hedges	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD
16010104/\$80	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13. - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94.(4) - Growth of plants and placement of objects in the right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-95.(a)(1) - Landscaping and paving	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD

17010068/\$80	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD
17120041	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD
17010075/\$80	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off- street parking and loading	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD
10-4549	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off- street parking and loading	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD

13-080	STANGER, JAMES M JR H/E LEWITSKY, KAREN	217 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off- street parking and loading	RESPONDENT DID NOT APPEAR CASE WAS NOT HEARD
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date

**City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
September 26, 2019**

CITY COMMISSION CHAMBERS
150 NE 2nd Avenue

The meeting was called to order on the above date by Vice Chair Julie Cisneros at 6:01 p.m. The following board members were in attendance:

Voting

- Chair Katherine Hendrickson - Tardy
- Vice Chair Julie Cisneros
- Chauncey Chapman
- Michael Dipple
- Melvin Nass
- Sacha Ramon

Also in attendance: Patrick Bardes, Coastal and Waterway Coordinator, Chris Saunders, Assistant City Attorney, and Jamie Opperee, Prototype.

Not in attendance: Kathleen Lotz

ACTION ITEMS FROM PREVIOUS MEETINGS

None.

PUBLIC INPUT

None.

APPROVAL OF MINUTES

Motion was made by Mr. Nass, seconded by Ms. Ramon, to approve the August 15, 2019 minutes as submitted. The motion CARRIED by unanimous vote.

APPROVAL OF AGENDA

Motion was made by Mr. Nass, seconded by Ms. Ramon, to approve the agenda as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Presentation on Repurposing Seaweed - Dennis de Zeeuw

Patrick Bardes, Coastal and Waterway Coordinator, said the seaweed has been terrible this year and the City is looking for sustainable practices to assist. He explained that Mr. de Zeeuw came forward with an idea to remove the seaweed and repurpose it as fertilizer.

Chair Hendrickson arrived at 6:05 p.m.

Dennis de Zeeuw, Deerfield Beach resident, provided a brief presentation regarding LiquidVitae, an organic fertilizer made by his company, SustainScape. He said recently the company became a County vendor and has done work at the Morikami Museum and Japanese Gardens. Thereafter, he displayed before and after pictures of slash pines with chlorosis, which were greening and showing new growth after nine (9) weeks utilizing the natural fertilizer product. Further, he said the sargassum bloom must be removed from the beach, because the odor is toxic. He outlined the reasons for the increased bloom in recent years.

Chair Hendrickson asked what the timeframe was to complete the project at the Morikami Museum.

Mr. de Zeeuw replied that work started the last week of April and ran through the beginning of July. Further, he advised that he does not have a permit to remove the seaweed from the beach.

Mr. Nass asked if soil samples were taken to identify deficiencies in the trees to tell the complete story of the pine trees.

Mr. de Zeeuw replied that there was no soil testing done, as it is well-known slash pines do not like supplemental water. He said the sprinklers ran and were hitting the pines, which drained out excess nutrients, so the trees needed to be fed.

In response to Mr. Chapman's question, Mr. de Zeeuw replied that the toxic gas coming off the seaweed was sulphuric oxide.

Thereafter, discussion ensued regarding the global issues contributing to the seaweed issue.

Chair Hendrickson explained that scientists have not fully concluded the cause of the sargassum bloom increases and provided additional information regarding the deforestation in the Amazon and other issues; whereby, the breadth of the problem is due to tourism.

In response to Chair Hendrickson's question, Mr. Bardes replied that the City has a permit through FDEP to remove the seaweed and Florida Fish and Wildlife Conservation Commission issues a special permit for one-time mechanical cleaning during sea turtle season. He said he has not researched if Mr. de Zeeuw would need to be added to the permit.

Mr. Bardes explained the issues the City currently faces in removing and disposing of the seaweed, and said staff was looking for a mutual benefit for the City.

Thereafter, discussion ensued regarding current collection processes, volumes, and Mr. de Zeeuw's current efforts.

Mr. de Zeeuw provided a brief overview of the process and said he would like to scale up. He said the grant will allow for research into what the seaweed offers to the product. Further, he said while the scaling will be in the future, the need to be proactive exists now.

Mr. Nass suggested that the Board do anything possible to support Mr. de Zeeuw's efforts and those of any other group which might come along with solutions and said an additional tractor may be required during peak tourism times.

In response to Mr. Chapman's question, Mr. de Zeeuw replied that at this time he would not be paying for seaweed, but it may be that he can remove it at less of a cost to the City; whereas,

currently, the City is paying to dispose of the materials.

Chair Hendrickson recommended that the City look at potential negative impacts, including additional parties wanting to follow suit. She said she does not have an issue as long as there is minimal impact, and thanked Mr. de Zeeuw for his proactive approach. She asked that he keep the Board updated on the progress.

Thereafter, discussion ensued regarding legal ramifications of picking up seaweed without being a City contractor.

In response to Chair Hendrickson's comment, Mr. de Zeeuw said the City would need to provide a letter of support if they want to be included on the grant.

B. Artificial Reef Update

Patrick Bardes, Coastal and Waterway Coordinator, explained that the reef contractor started deployment of the near-shore artificial reef; however, the barge and tug had to be beached due to worsening sea conditions and the Coast Guard took over salvage operation. He stated that the barge has been there for eight (8) days, but the City is working with the contractor to remove it as quickly and safely as possible.

C. Sullivan Park Dock Update

Patrick Bardes, Coastal and Waterway Coordinator, said the Sullivan Park dock had come up during meetings for about 18 months and explained that Mr. Nass presented his concerns at the CRA Board meeting last month. He read a letter from the engineer outlining actions which have taken place, including the purpose of the safety ladders on the dock. Further, he said as a result of the presentation, the CRA installed additional cleats on the dock faces to aid in the stability of vessels. He thanked Mr. Nass for his persistence in improving the docks.

Mr. Nass said he is happy to have additional cleats but will continue to fight for additional ladders. Further, he said a lot of money was spent on the dock, and boats are not using it because they can't get onto it.

Chair Hendrickson asked Chris Saunders, Assistant City Attorney, for clarification on Board members attending CRA meetings.

Mr. Saunders provided a brief overview of the Sunshine Laws and advised that one (1) Board member attend to avoid issues. He said he would look to see if there was any distinction for advisory board rules and report back.

D. Junior Anglers' Day – Rescheduled to September 28

Patrick Bardes, Coastal and Waterway Coordinator, said Junior Anglers' Day was rescheduled to Saturday, September 28th, weather permitting.

OLD BUSINESS

A. Priority List Finalization

Chair Hendrickson said the list was finalized at the August meeting and sent out to the Board for

approval. She read over the 2019/20 list, which included:

Tier 1

1. Coordinate with City staff to reduce litter on the beach, waterways, and pier by conducting frequent beach and waterway cleanup events and encouraging alternatives to wristbands.
2. Continue development and implementation of the Comprehensive Beach Management Plan and make recommendations to the Commission to create a funding source for future projects.
3. Coordinate with City staff for an update on the Visitor Center and its anticipated opening. Board requests City staff present at January 2020 MAB meeting.
4. Continue to promote environmental education/research regarding sea turtles by displaying information in City kiosks along the beach and providing information on lighting guidelines.
5. Research the feasibility of installing waterway signage identifying City bridges along the City's canals.
6. Continue to promote the City's artificial reefs as nautical destinations and explore feasibility for potential partnerships for reef-related research.

Tier 2

1. Promote and maintain safe waterways by monitoring/replacing existing signage, educating marinas, and adding additional signage where possible.
2. Continue educational initiatives regarding native dune vegetation while encouraging further dune restoration.
3. Host Safe Boating event aimed at providing vessel safety checks at Pioneer Park.

Motion was made by Vice Chair Cisneros, seconded by Mr. Dipple, to approve the priority list as submitted. The motion CARRIED by unanimous vote.

BOARD MEMBER COMMENTS

Vice Chair Cisneros thanked Patrick Bardes, Coastal and Waterway Coordinator, for adding the Beach Management Plan to social media, as public input is extremely important.

Mr. Dipple asked about partnerships with the Coast Guard Auxiliary to achieve the items on the priority list.

Thereafter, discussion ensued regarding vessel safety checks.

Chair Hendrickson said there is an event on Saturday at Deerfield Island regarding the living shoreline and invited all to attend. She also thanked Mr. Bardes for his efforts with the Beach Management Plan and encouraged everyone to add input.

Mr. Bardes said more than 150 comments had been collected after the first week.

Mr. Nass thanked the BSO Marine Patrol for attending the meetings.

NEXT MEETING

Chair Hendrickson said the next meeting will be held on October 17, 2019.

ADJOURNMENT

The meeting was adjourned at 7:12 p.m.

**City of Deerfield Beach
MARINE ADVISORY BOARD MINUTES
December 19, 2019**

CITY COMMISSION CHAMBERS
150 NE 2nd Avenue

The meeting was called to order on the above date by Acting Chair Sacha Ramon at 6:00 p.m. The following board members were in attendance:

Voting

- Sacha Ramon
- Michael Dipple
- Chauncey Chapman

Also in attendance: Patrick Bardes, Coastal and Waterway Coordinator, Elen Gantner, Assistant City Attorney, Melissa Singh, Records Specialist and Deputy Ortega, Broward Sherriff's Office.

Not in attendance: Chair Katherine Hendrickson, Vice Chair Julie Cisneros, Melvin Nass, and Kathleen Lotz.

Motion to designate Ms. Ramon as Acting Chair for the night was made by Mr. Dipple, seconded by Mr. Chapman. The motion CARRIED by unanimous vote.

ACTION ITEMS FROM PREVIOUS MEETINGS

None.

PUBLIC INPUT

Jim Mathie, 1307 SE 14th Avenue, Deerfield Beach, provided a brief overview of the Broward County Marine Advisory Council. He spoke about the its funding and how it is allocated. Funding is sourced from Broward County boat registrations. It is used towards public access improvements for waterways, such as boat ramps and docks. Also, it is allocated to law enforcement for waterways and education, such as the Broward Safe Boating Guide.

APPROVAL OF MINUTES

Motion was made by Mr. Dipple, seconded by Mr. Chapman, to approve the September 26, 2019 minutes as submitted. The motion CARRIED by unanimous vote.

APPROVAL OF AGENDA

Motion was made by Mr. Dipple, seconded by Mr. Chapman, to approve the agenda as submitted. The motion CARRIED by unanimous vote.

NEW BUSINESS

A. Safe Waterways Update

Patrick Bardes, Coastal and Waterway Coordinator, presented the concerns previously brought to the Board's attention regarding waterway speed safety on the Hillsboro River. Mr. Bardes and Chair Hendrickson have been researching this issue, along with Dr. Robert Reich, over the past 6 months. The residents at Hillsboro Landings 1 and 2 are concerned about the speed designation in comparison to the enforcement of speeding traffic of these communities and Sullivan Park. Since Sullivan Park's construction, the City has encouraged the use of non-motorized boats, such as paddleboards and kayaks. The current speed designation is Slow Speed, Minimum Wake Zone and the community would like to change it to a No Wake Zone, which requires approval by the Florida Fish and Wildlife Conservation (FWC).

Mr. Bardes advised that Dr. Reich presented the issue to the Broward County Marine Advisory Committee. They do not support the County adopting an ordinance, but would support the City's efforts to change the speed designation. Mr. Bardes has already reached out to FWC and Broward Sheriff's Office (BSO) Marine Patrol for statistics. They only had about five (5) phone complaints in that area; only six (6) citations were given out, mainly at Pioneer Park. Mr. Bardes opined that increased education and signage on speed would help resolve the matter as there are limited resources to increase patrol in the area.

Dr. Robert Reich, 1631 Riverview Road, Deerfield Beach, asked about a timeline on reposting signage for the current speed designation because there is no signage on the city-side of Deerfield Island. However, there is minimal signage posted by the condominium for the No Wake Zone. Additionally, a hotline is available which is not utilized unless there is an accident or major safety issue. Furthermore, he has 50-60 photographs of speed violations that can be provided to County, BSO, or the City, upon request.

Jim Mathie, 1307 SE 14th Avenue, Deerfield Beach, pointed out locations on a map where signs have been missing since the construction of Sullivan Park.

B. Priority List Board Designations

Patrick Bardes, Coastal and Waterway Coordinator, provided a brief summary of the 2019/2020 Priority List - Tier 1 Items and asked for at least two (2) board members to take the lead on each. Also, staff is in the process of developing a comprehensive Beach Management Plan and expects a draft by the end of the year. At that point, it will be reviewed and finalized by the end of January. Then, a budget workshop would be held in February for Commission consideration. The annual budget hearings take place in June; whereby, most departments create their proposed budgets in March or April. He also advised that funding has been approved for a new kiosk (Item 4). To educate the public, press releases can be provided.

Acting Chair Ramon previously volunteered to work on Tier 1 – Items 4 and 6.

Mr. Dipple stated that he could assist with Tier 1 - Items 2 and 6.

Mr. Chapman volunteered to work on Tier 1 – Items 4 and 6.

Tier 1

1. Coordinate with City staff to reduce litter on the beach, waterways, and pier by

- conducting frequent beach and waterway cleanup events and encouraging alternatives to wristbands.
2. Continue development and implementation of the Comprehensive Beach Management Plan and make recommendations to the Commission to create a funding source for future projects.
 3. Coordinate with City staff for an update on the Visitor Center and its anticipated opening. Board requests City staff present at January 2020 MAB meeting.
 4. Continue to promote environmental education/research regarding sea turtles by displaying information in City kiosks along the beach and providing information on lighting guidelines.
 5. Research the feasibility of installing waterway sign age identifying City bridges along the City's canals.
 6. Continue to promote the City's artificial reefs as nautical destinations and explore feasibility for potential partnerships for reef-related research.

Mr. Bardes provided a brief summary of the items in Tier 2 of the Priority List.

Acting Chair Ramon volunteered to work on the Safe Boating event (Tier 2 – Item 3.)

Mr. Dipple stated that he could assist with Tier 2 - Item 3.

Mr. Chapman also volunteered to work on Tier 2 – Item 3.

Tier 2

1. Promote and maintain safe waterways by monitoring/replacing existing signage, educating marinas, and adding additional signage where possible.
2. Continue educational initiatives regarding native dune vegetation while encouraging further dune restoration.
3. Host Safe Boating event aimed at providing vessel safety checks at Pioneer Park.

There was a brief discussion regarding attendance at the Safe Boating event; whereby, creating a kid and family-friendly event is favored.

Deputy Ortega volunteered to assist with Tier 2 - Item 3, as well. She suggested that the Board also reach out to FWC for assistance with the event.

Motion was made by Mr. Dipple, seconded by Mr. Chapman, to approve the assignments as submitted. The motion CARRIED by unanimous vote.

C. Artificial Reef Update

Patrick Bardes, Coastal and Waterway Coordinator, explained that the contract with the vendor had been terminated. The original contractor failed to perform; therefore, the City contacted Surety to invoke the Performance Bond. The City has since settled with the original contractor and is looking at alternate contractors to complete the project at a different scope and size, within the project's current budget.

Mr. Dipple asked if the contractor with the second lowest bid has been contacted and explored since the settlement.

Mr. Bardes replied that there have been several conversations with the second lowest bid. The contractor expressed that he could not complete the project within the current budget, which was significantly lower than his bid. He is looking at potential opportunities where he can do another project just prior to this one. This could allow the equipment mobilization costs to be lower, since it is the largest expense.

Thereafter, Mr. Bardes responded to the Board's questions regarding the artificial reef.

OLD BUSINESS

None.

BOARD MEMBER COMMENTS

Acting Chair Ramon commented on the Summit she attended recently; Dr. Colin Polsky from Florida Atlantic University spoke about sea level rise in South Florida. She proposed that Dr. Polsky come to one of the meetings and speak.

Mr. Dipple asked about an email sent about three (3) weeks ago regarding grant opportunities and if the Board is interested in pursuing these grants to utilize towards the initiatives on the Priorities List.

NEXT MEETING

Mr. Bardes said the next meeting will be held on January 16, 2020.

ADJOURNMENT

Motion was made by Mr. Chapman, seconded by Mr. Dipple, to adjourn the meeting at 6:45 p.m. The motion CARRIED by unanimous vote.

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
November 7, 2019
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:01 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Bridget Beckford
Ronald Towers - Tardy
Kanthiah Easwara Chandran (Alternate)

Also Present: Eric Power, Director of Planning & Development Services
Anthony Soroka, City Attorney
Jenna Lane, Planner
Heather Montemayor, Assistant City Clerk

Absent: John Gibilaro (Alternate)

PLEDGE OF ALLEGIANCE

After the Pledge of Allegiance, Chair Plaut recognized Richard Rosenzweig, former District 3 Commissioner.

SEATING OF ALTERNATES

Mr. Chandran sat in for the District 4 vacancy.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve the minutes of August 1, 2019. The motion CARRIED by unanimous vote.

Mr. Towers arrived at 7:03 p.m.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2020-003: PROPOSED LAND DEVELOPMENT CODE AMENDMENT

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Proposed amendment to Chapter 98 of the Deerfield Beach Land Development Code pertaining to historic preservation.

Eric Power, Director of Planning & Development Services, introduced Jenna Lane, Planner, and Tiffany Crump, Planning Intern. Thereafter, he provided a brief overview of the proposed amendment.

Mr. Power explained that the State allowed Broward County to become a Certified Local Government (CLG), which provides them the authority to make decisions on historic properties. There are many cities within Broward County that are relatively young and have no historical significance; therefore, the County would act on behalf of those municipalities who don't have the resources to create an historic preservation board. Staff does not agree; whereby, decisions regarding preserving Deerfield's history should be made by the residents. Therefore, a question will be posed to the Commission as to whether they would like to fall under the County's regulations or elect city staff to apply to become a certified local government and adopt rules and regulations related to historic preservation. Thereafter, Mr. Power displayed a brief PowerPoint presentation.

Proposed Land Development Code Text Amendment - Mr. Power stated that the proposed amendment includes: the creation of an Historic Preservation Board; implement processes and procedures to historically designate sites within the City; create processes and procedures for maintaining, repairing and improving historically designated resources; and establish a marker program for historically designated properties.

Intent of the Amendment - Mr. Power said the intent of this amendment is to promote and protect historic resources within the City and initiate the process of becoming a CLG.

Responsibilities of the Board vs. City Commission - Mr. Power explained that the Historic Preservation Board would grant approval/denial of Certificates of Appropriateness & Certificates to Dig and provide those recommendations to the Commission for final approval.

Historic Marker Program - Mr. Power explained that the historic marker program will allow the City to brand properties historic. The properties must be accessible to the public and visible from public right-of-way.

Next Steps to Becoming a CLG - Mr. Power outlined the next steps for the City to become a CLG: Commission approval and if approved, staff would complete and submit the CLG application to the State for review. Once the State determines that the application and requirements have been met, a CLG agreement will be drafted by the State Historic Preservation Office (SHPO) and the signed CLG agreement will be sent to the National Park Service from SHPO with a request for CLG certification, which takes about 30 days.

In response to Chair Plaut's questions, Mr. Power replied that the Butler House is deemed an historical property by the State; therefore, the State oversees the property. Further, he stated that the County has an archeologist on staff who can be used by the City; however, any fees involved with determining if a property is historical would be the responsibility of the applicant.

In response to Mr. Chandran's questions, Mr. Power replied that staff has been working on this ordinance for several months but was waiting for the County's adoption prior to moving forward. He said all historical sites have been identified; therefore, additional staff is not needed. On page 2, it defines the age of archeological material as 25 or 50 years, which was determined by the State; whereas, most of the information follows State guidelines, which is required in order to receive the certification. Further, Mr. Power explained that the City's GIS Division works and coordinates with the County's GIS Department; therefore, any changes made to a land use or rezoning is sent from our GIS Division to the County.

Mr. Chandran suggested that plant fossils be added to the definitions on page 5.

Jenna Lane, Planner, stated that the definitions were adopted through the County's historic preservation code, as well as the National Park Service glossary; nevertheless, staff will investigate adding plant fossils.

Mr. Chandran suggested adding the original construction data, as well as history of alterations under application requirements on page 8, item 2.

There were no objections.

Mr. Power continued responding to questions of Mr. Chandran; staff will focus solely on the last 100 years, whereby, if something from the paleontological aspect is found to be significant, it will be removed and hopefully placed within the City. Mr. Power said he would work with the City Attorney's Office to see if the Ordinance could be changed to require a higher voting threshold to remove an historic designation. Further, he advised that the exemptions outlined on page 13 came from the State. On page 15, section (h)(1), adjacent is not just defined as next to, but similar and like as defined in the Land Development Code (LDC); nonetheless, he will recheck the definitions in the LDC to assure they align with this ordinance. In regard to page 16, section (i)(1), property owners have several rights as to what they can and cannot do with their property; however, this ordinance allows the City to advise property owners that they do not have a right to destroy history but can move and relocate historic resources. On page 17, (j)(2)(b), if a property cannot be fully restored, then a portion of the property will remain as the historic area; nevertheless, it is difficult to determine a habitable property because of the Florida Building Code. In regard to section 98-176, Mr. Power explained that that the term substantial is outlined in the Florida Building Code and is defined as more than 50%, whereby, the Code outlines what is allowed to be replaced.

Continuing, in regard to section 98-177, Mr. Power said staff has a list of addresses that are identified as historic properties; therefore, if an application outlines one of the addresses it is flagged as an item that must be seen by zoning. Contractors are aware that if any remains are found, work must stop immediately, and the authorities must be notified. On page 19, section (c)(1)(d), Mr. Power said the appeal process would be done at a Commission meeting.

In response to Mr. Chandran's question, Anthony Soroka, City Attorney, replied that in regard to page 19, section (d), the intent is that it is the Director or appropriate building official's responsibility to go out and inspect the property; nevertheless, he agreed that the terms "responsibility" and "ensure" are misleading and create a duty or obligation.

After a brief discussion, Mr. Power advised that staff would work with the City Attorney to see if the language could be changed.

Mr. Chandran suggested adding the language "review and update" to page 20, section (f).

Mr. Power continued to entertain questions of Mr. Chandran. On page 21, section (4), Mr. Power said staff will look into changing the word denied to rescinded or revoked. As for the maker program, Mr. Power said this portion of the ordinance is a little vague because staff wants to create something nice and branded for these type properties; nevertheless, staff will consider the criteria.

Chair Plaut opened the public hearing.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, thanked staff for bringing this forward, as it is extremely important to maintain the history of the City.

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

Motion was made by Mr. Chandran and seconded by Mr. Towers to approve P.H. 2020-003: Proposed Land Development Code Amendment. The motion CARRIED by unanimous vote.

Mr. Power said staff will review the suggestions made and make the necessary edits as appropriate.

P.H. 2020-004: Application 19-CIE-10

Applicant: **CITY OF DEERFIELD BEACH**

Proposal: Annual update to the Capital Improvement Element (CIE) of the City of Deerfield Beach's Comprehensive Plan revising the Five-Year Schedule of Capital Improvements and associated tables in order to update the CIE in accordance with Section 163.3177 Florida Statutes.

Eric Power, Director of Planning & Development Services, provided a brief overview of the item. The CIE has been updated to reflect the approved budget and Capital Improvement Plan. Changes include: Section 10.4 - Baseline Data; update to Table 10.3 - Five-Year Schedule of Capital Improvements, Table 10.4 - Summary of Functional Category and an update to 10.4.2 and 10.4.2.1 - Revenue Sources & Major Source of Revenue. He advised that no new information is provided to this document, it is merely a reflection of the approved budget. Lastly, he explained that the Department of Economic Opportunity requires that all municipalities adopt these updates on an annual basis.

In response to Mr. Chandran's questions, Mr. Power replied that staff keeps the City's statistical information on file, i.e. population of the City; nevertheless, Broward County provides statistical reports on the growth of each municipality. He explained that the square mileage is also important, whereby, the City is about 15 square miles and staff looks at how Deerfield compares to other cities of the same size. Further, the City's Charter Amendment restricts the height of residential and nonresidential buildings on the barrier island. Lastly, if projects were removed, it must clearly be stated in the CIE and explanations must be provided.

In response to Mr. Chandran's question, Anthony Soroka, City Attorney, replied that staff monitors the beach regularly, but is currently working with a company on different ways to remove the seaweed.

Chair Plaut opened the public hearing.

Motion was made by Vice Chair Bennett and seconded by Mr. Chandran to close the public hearing. The motion CARRIED by unanimous vote.

Motion was made by Vice Chair Bennett and seconded by Mr. Chandran to approve P.H. 2020-004: APPLICATION 19-CIE-10. The motion CARRIED by unanimous vote.

REPORTS

None.

STAFF REPORT

Eric Power, Director of Planning & Development Services, recommended moving the January 2, 2020 meeting to January 9, 2020 due to the holiday.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to move the January 2nd meeting to January 9, 2020. The motion CARRIED by unanimous vote.

Mr. Power announced that Mr. Brum and Ms. LoBono have both resigned from the Board. Vice Mayor Drosky is aware that there isn't a District 4 representative and is working on an appointment; notwithstanding, he asked that the members reach out to anyone who may be interested.

CHAIRMAN'S REPORT

Chair Plaut stated that he and Mr. Chandran attended the American Planning Association Training Workshop which was very informative. He said city staff discussed Pioneer Grove and the City of West Palm Beach discussed global warming, which he thought was interesting. Thereafter, he wished everyone a Happy Thanksgiving.

Eric Power, Director of Planning & Development Services, thanked those who were able to attend the training and advised that the training will be available again next year.

In response to Mr. Towers' question, Chair Plaut replied that the training was from 8:00 a.m. to 5:00 p.m.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Mr. Towers and seconded by Mr. Chandran to adjourn the meeting at 8:25 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

City of Deerfield Beach

CULTURAL COMMITTEE BOARD

APPROVED MINUTES

MEETING of November 25th, 2019

LARGE CONFERENCE ROOM – 2nd FLOOR
CENTRAL CITY CAMPUS, 401A SW 4th St

The meeting was called to order at 6:36 PM. The following Board Members were in attendance:

Voting

Karen Hardy
Martha Henry
Judy Wilson
Katy Freitag

Non-Voting

Thelema Lamar
Judy Harte
Jane Schafrann
Gabriela Gamperl

Excused Absence

Unexcused Absence

1. Approval of October minutes
 - Judy motions to approve the September minutes. Seconded by Martha. All in favor.
2. Karen informs Committee Members and attendees of expected decorum and professional manners to be expected throughout the meeting.
 - Silence Phones, No side conversations, remain on-topic.
 - Read Meeting Minutes prior to the meeting
3. Karen notifies she has secured Oceans for food along with PDQ.
 - States the proper logistics of securing food and necessary arrangements
 - Martha states she feels that should not be present
 - Karen informs committee that they still need a coffee vendor to donate product
 - Karen states that picking of Box O' Joe from Dunkin Donuts may be part of miscellaneous cost to be made on staff behalf.
4. Ashley asks the committee what the best dates are to meet in December for the additional meeting
 - The Committee agreed to meet on December 9th and December 16th.
 - Katy makes a motion to meet on December 9th and December 16th. Judy Seconded. All in favor.
 - Karen states she does not want to have agenda items on the 9th. The meeting will only be held for reviewing artist applications.
 - Judy makes a motion to move agenda item of reviewing applications to the number 7 on the agenda. Martha seconded. All in favor.
5. Judy suggests the possibility of creating tri-fold pamphlets to promote the Festival of the Arts to create paper materials to market the event and the local artists.
 - Katy feels that this would be beneficial to create anything that promotes the Festival along with the committee
 - Judy makes a motion to approve ordering 3,000 copies of tri-fold pamphlets with content to be discussed on December 16th. All in Favor

6. Katy provided update on the Cultural Committee presence at the Boots on the Beach event.
 - Sold a good number of shirts and hats to patrons
 - Deemed the presence at the event was very beneficial.
7. Marketing Updates
 - Judy inquired about potential marketing possibilities such as New Pelican, Observer, Century Village Marketing.
 - Also suggested the possibility of using WLRN radio station. The cost for the Advertising was \$1500.
8. Sponsorship Updates
 - Judy proposed the idea of having business exhibitors present at the festival
 - Ashley informed about the previous vote to only have businesses present if they are sponsors.
9. Logistics Update
 - Katy states that staff must update the excel sheet with artist applications
 - Reach out to all applicants who have not provided pictures or raw materials. They will not be accepted until received.
 - Raw material receipts also must be received to be considered.
10. Volunteer Update
 - Karen states that she will have volunteers secured to conduct surveys.
 - Asked City of Deerfield Beach Staff how many IPADS they have access to. Ashley confirmed that there are 6 available.
 - Karen proposed the volunteer lunch and if they will be providing lunch for them.
 - Gabriela mentioned how not everyone will be provided food this year
 - Committee mutually agreed it will not be a major issue since volunteers will not be working long shifts.
11. Judy followed up on the musicians selected for the event and the contracts.
 - Judy requested Ashley sends over the information she needs to finalize the contracts with entertainment.
 - Martha requested to know who the musicians are. She is concerned that the artists selected are appropriate and up to the standard for the 40th Festival of the Arts.
 - Karen asked if City staff can assist in having the musicians reach out to sound company.
 - Ashley asked if Judy could send over quotes of sound companies so she could assist.
12. The Cultural Committee decides they will postpone the voting on artist applications until December 9th due to lack of necessary application requirements.
13. Katy makes motioned to adjourn meeting at 8:23 PM. Seconded by Judy. All in favor.

City of Deerfield Beach

CULTURAL COMMITTEE BOARD

APPROVED MINUTES

MEETING of December 9th, 2019

LARGE CONFERENCE ROOM – 2nd FLOOR
CENTRAL CITY CAMPUS, 401A SW 4th St

The meeting was called to order at 6:32 PM. The following Board Members were in attendance:

Voting

Karen Hardy
Perry Victor
Judy Wilson

Non-Voting

Thelema Lamar

Katy Freitag arrived at 6:45 PM

Excused Absence

Unexcused Absence

1. January Meetings
 - Committee discusses possible additional meeting dates to ensure preparation for the Festival of the Arts
 - Judy motions that the Committee meets on January 6th and January 20th. Perry seconded, all in favor.
2. Judy motions to move item 2b regarding voting on artist applications from the Agenda to be discussed after item 3. Perry Seconded, all in favor.
 - Silence Phones, No side conversations, remain on-topic.
 - Read Meeting Minutes prior to the meeting
3. Judy discusses alternative print and marketing opportunities to promote the Festival of the Arts.
 - City staff updates the Committee regarding social media involvement and feedback
4. Committee discusses various updates regarding Festival of the Arts preparation.
 - Committee and staff go over volunteer roles and responsibilities during the event.
 - Judy makes a motion to move agenda item of reviewing applications to the number 7 on the agenda. Martha seconded. All in favor.
5. The Committee discuss merchandise and apparel needed to purchase based off of the remaining inventory.
 - Katy makes a motion to order a total of 70 shirts (15 Medium, 15 Large, 15 XL, 5 XXL, and 5 Small). Perry Seconded. All in Favor
 - Karen makes a motion to order 12 hats (33442 zip code with various colors) and 10 visors (assorted colors). Perry seconded. All in favor.
Katy makes a motion to order a quantity of 75 (18" x 24") and a quantity of 75 (11" x 17") posters for the Festival of the Arts.
6. Katy outlines logistic items to be discussed in next committee meeting.
 - a. Size of space each band requires on side stages, number of artist & food applicants
 - b. Katy makes a motion that we have 2 posters mounted for display purchased from the city's miscellaneous Festival of the Arts budget. Seconded by Perry. All in favor

7. Committee votes on submitted Artist Applications.

Approved Artist Applicants Voted on 12/09/2019	
Last Name	First Name
Abdullah	Maureen
Andrews	Rolande
Annas	Scott
Callahan	Jen
Clarke	Caroline & Larry
Cocco	Carla
Cronier	Gaeton
davis	alicia
Davis	James
Demichele	Mark
Dirienzo	Bill
Discala	mindy
DOHERTY	CHRISTOPHER
Douglas	Brandow
Driscoll	Dan + Jessie
Esposito	Jan
farinango	jose
Formato	John & Sandie
Fournier	Denise
Frاند	Tammy
Gasher	Stephanie + Doug
handley	donald
Harper	Kim & Walter
Hicks	Ben
Hunter	Amy
Jacobs	Arthur & Roberta
James	Amy
Joy	Elisa
Karman	Sindi / Philip
Katan	Amit
Kennedy	Robert
Lescano	Enrique
Liddle	Dan + Judy
Luczynski	Paul
Lynch	Danielle + Richard
Macklin	Shannon
Mazza	Clyde
Mazzocchi	Anne

Mazzoni	Marie
Mcbride	kaleigh
Mchenney	Justin
mckeever	catherine
Morales	Darwin
okinga	virginia
Pace	Migdalia
Pohle	Marge
Prater	Matthew
Qin	Jie
Rezendes	Nick
rysav	kelly
Smith	John & Laurie
Snyder	Norman
Spalluto	Kathy
Sprigg	Sheila & Charlie
Stacholy	Gloria
Steinbacher	Melinda
Strauss	Lisa
Sullivan	Ellen
Sundquist	Marie
Testor	Nora
Tiburzio	Ryan
Werb	Edward
Whitehead	Mike
Wilkinson	Lori & Paul

Denied Artist Applicants Voted on 12/09/2019	
Last Name	First Name
Powers	Linda
Burkhart	Oz

8. Katy makes a motion to adjourn meeting at 8:32 pm. Seconded by Perry. All in Favor

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
DECEMBER 4, 2019**

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 6:57 p.m. in the City Commission Chambers, Deerfield Beach, by Vice Chair Glunt.

Roll call showed:

Present: Terrance Glunt, Vice Chair
Jerry Dubois
Jack Hugentugler

Absent: Harry Belton, Chair
Patrick Morris
Mark Damiano, Alternate

Also Present: Bonnie Jacobson, Senior Planner
Anthony Soroka, City Attorney
Brigitte Chiappetta, Recording Clerk

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Hugentugler made a motion, seconded by Mr. Dubois, to approve the October 10 & 23, 2019 as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6928 Deerfield Pines
1420-1428 SE 4th Ave.
Minor Site Plan**

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

Liliana Varela was present on behalf of the Applicant.

The application is for new dumpsters built with inside access only, along with a replacement of the fence and hedge. Thereafter, photos of the current fence and hedge were displayed, which were previously damaged. The location of the fence and type of landscaping to be used were discussed.

Ms. Jacobson stated that the plans were reviewed by pertinent staff and there is adequate fire rescue access.

Mr. Hugentugler made a motion, seconded by Mr. Dubois, to approve Item #6928 as submitted. The motion CARRIED by unanimous vote.

**#6938 JP Morgan Chase Bank
1799 W. Sample Rd.
Minor Site Plan**

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

William L. Bell was present on behalf of the Applicant.

The application is for the addition of awnings to the façade of the building.

Mr. Dubois made a motion, seconded by Mr. Hugentugler, to approve Item #6938 as submitted. The motion CARRIED by unanimous vote.

**#6936 JP Morgan Chase Bank
3690 W. Hillsboro Blvd.
Sign Variance**

Item #6936 and Item #6937 were addressed together.

**#6937 JP Morgan Chase Bank
400-498 W Hillsboro Blvd.
Minor Site Plan**

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

Joel Kaplan was present on behalf of the Applicant.

The application is to remove the ATM drive-thru and replace it with something more stylish. The plan includes a building-mounted canopy that allows for a smaller footprint of the building. The second application is to install a third sign on the property. Thereafter, the color of the awning and sign were discussed, as well as the location of the ATM and removal of the drive-thru window.

Mr. Hugentugler made a motion, seconded by Mr. Dubois, to approve Item #6936 as submitted. The motion CARRIED by unanimous vote.

Mr. Hugentugler made a motion, seconded by Mr. Dubois, to approve Item #6937 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach Assistant City Attorney

Anthony Soroka, City Attorney, wished the Board a happy and healthy holiday season. Thereafter, he outlined the meeting schedule for the remainder of the year and stated that the City Commission approved the public art ordinance on first reading.

Thereafter, the Board and staff briefly discussed plans for the art commission and what would qualify, as well as a recognition program and the differences between residential and commercial properties.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 7:33 p.m.

Harry Belton, Chair
Community Appearance Board

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
December 18, 2019**

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 7:01 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
Mark Damiano, Alternate
Jack Hugentugler

Absent: Terrance Glunt, Vice Chair
Jerry Dubois
Elizabeth Eassa
Patrick Morris

Also Present: Jenna Lane, Planner
Anthony Soroka, City Attorney
Tracy Britten, Administrative Support Specialist

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Damiano made a motion, seconded by Mr. Hugentugler, to defer the December 4, 2019 until the next meeting. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6939 Lifepoint International Ministries INC.
77 NW 5 St.
Minor Site Plan**

The applicant stated that the church is doing an interior renovation on the church to redesign the main chapel area. Also, the church would like to add additional classrooms to the northside of the building which consists of a 750 square feet attachment. The addition will be one-story, same height of the existing building. The pitch, roofing material, stucco pattern, stucco color and wainscoting will all be matched.

The main entrance of the church is located on the southside of the building with one (1) double door. By the church reconfiguring the space inside, the door does not have enough space to accommodate the congregation. Therefore, the applicant requested replacing the door with two (2) double doors on the eastside of the building, making that the main entrance to the chapel.

Patio pavers will be added with a covered awning on top of the area to provide a space for people to socialize and church activities. The arched windows will be removed and two (2) double doors added. The parking lot and everything on the outside will remain the same. One air conditioning unit will be installed but, it

will be boxed by landscaping as shown on the site drawing.

Chair Belton asked if the City approved the removal of two (2) trees.

Jenna Lane, Planner, replied that landscaping has no comments but has approved the site plan; nevertheless, more trees will be added.

The applicant stated there will be two (2) additional trees added to mitigate for the trees that will be removed along the back of the building.

Mr. Hugentugler made a motion, seconded by Chair Belton, to approve Item #6939 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

City Attorney wished the board members a happy, healthy holiday season.

Comments by Deerfield Beach Planning and Development Services Department

Jenna Lane, Planner, advised the board that there will be a meeting scheduled for Wednesday, January 8, 2020 to discuss pending items; no new items had been scheduled at the time of the meeting. Ms. Lane stated that the Wednesday, March 11, 2020 meeting is tentatively rescheduled for Thursday, March 12, 2020. She stated that the board will be receiving an email regarding the change.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:09 p.m.

Harry Belton, Chair
Community Appearance Board



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-246

Agenda Date: 2/4/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-029: APPLICATION NO. 19-I2-05 (Waste Management East)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, Waste Management Inc. of Florida, is seeking approval of a major site plan application to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays.

The property is located at 1801 SW 42nd Way in the I-2 (Limited Heavy Industrial) zoning district and is approximately 213,826 square feet (4.91 gross acres) in area. The existing use of the property was approved as outdoor storage for vehicles in 2004 (formerly referenced as Site Plan No. 04-M4c-15).

The applicant has submitted a minor site plan application (No. 09-I2-27 Rev. 1) to accommodate additional access proposed from the adjacent property to the west (1750 SW 43rd Ter). A draft cross access agreement has been submitted by the Applicant and approved by the City Attorney. Should the City Commission approve the major site plan application, recordation of the cross access agreement will be required for both properties and filed with both applications.

A traffic impact analysis was submitted since the trip generation calculation exceeded 500 trips per day. After review of the analysis, the City's traffic consultant provided recommendations included within the conditions of approval for the proposed scope of work.

The Community Appearance Board approved the proposed development plans on September 12, 2019.

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

On January 9, 2020, the Planning and Zoning Board voted to recommend approval of application 19-I2-05.

Should the City Commission approve the request, staff recommends the development order include the following conditions of approval:

1. The applicant shall implement measures to maintain SW 42nd Way and SW 43rd Terrace roadways and through daily street sweeping of the entire length of both roads, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane.
2. The applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the corridors SW 42nd Way and SW 43rd Terrace. This shall occur prior to the issuance of an Engineering permit.
3. The cross access agreement approved by the City Attorney shall be legally recorded on both affected properties and submitted to the City prior to issuance of an engineering permit for either of the affected properties.
4. The applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site is built and 100% occupied; and if necessary, make recommendations for signal operation modifications. The applicant shall submit the evaluation to the City for approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM WASTE MANAGEMENT INC. OF FLORIDA TO CONSTRUCT A 73,950 SQUARE FOOT RECYCLING FACILITY AND A 5,400 SQUARE FOOT ANCILLARY STRUCTURE CONTAINING OFFICE SPACE AND MAINTENANCE BAYS AT THE PROPERTY LOCATED AT 1801 SW 42ND WAY, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 19-I2-05); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 19-I2-05 (the “Site Plan Application”) has been submitted to the City by Waste Management Inc. of Florida (the “Applicant”) seeking site plan approval to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays on the property located at 1801 SW 42nd Way, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 4.91 acres located on a parcel of land legally described as YORK CHASE RONTOL INDUSTRIAL PLAT 123-5 B PORTION OF PARCEL A DESC AS:BEG AT NW COR OF PAR A,E 329.15 ALG N/L PAR A,S 652.88,W 327.98,N 648.75 TO POB, as more particularly described in the file and located at 1801 SW 42nd Way, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

WHEREAS, the existing use of the Property was approved as outdoor storage for vehicles in 2004; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on September 12, 2019, and the Planning and Zoning Board voted to recommend approval on January 9, 2020; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated January 14, 2020, together with the following conditions, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant:

1. The Applicant shall implement measures to maintain SW 42nd Way and SW 43rd Terrace roadways in a reasonably clean condition through daily street sweeping of the entire length of both roads, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane.
2. The Applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the corridors SW 42nd Way and SW 43rd Terrace. This design shall be submitted to the City prior to the issuance of an engineering permit for either of the affected properties.
3. The cross access agreement, in the form approved by the City Attorney, shall be fully executed and legally recorded on both affected properties and submitted to the City prior to issuance of an engineering permit for either of the affected properties.
4. The Applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The Applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site is built and 100% occupied. If necessary, the Applicant shall make recommendations for signal operation modifications. The Applicant shall submit the evaluation to the City for approval.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM WASTE MANAGEMENT INC. OF FLORIDA TO CONSTRUCT A 73,950 SQUARE FOOT RECYCLING FACILITY AND A 5,400 SQUARE FOOT ANCILLARY STRUCTURE CONTAINING OFFICE SPACE AND MAINTENANCE BAYS AT THE PROPERTY LOCATED AT 1801 SW 42ND WAY, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 19-I2-05); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 19-I2-05 (the “Site Plan Application”) has been submitted to the City by Waste Management Inc. of Florida (the “Applicant”) seeking site plan approval to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays on the property located at 1801 SW 42nd Way, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 4.91 acres located on a parcel of land legally described as YORK CHASE RONT0 INDUSTRIAL PLAT 123-5 B PORTION OF PARCEL A DESC AS:BEG AT NW COR OF PAR A,E 329.15 ALG N/L PAR A,S 652.88,W 327.98,N 648.75 TO POB, as more particularly described in the file and located at 1801 SW 42nd Way, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

WHEREAS, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

January 24, 2020

Dear Property Owner:

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

P.H. 2020-029: APPLICATION NO. 19-I2-05

Applicant: **Waste Management Inc. of Florida, represented by Michael Gai of Sun-Tech Engineering, Inc.**

Proposal: Major Site Plan application seeking approval to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays.

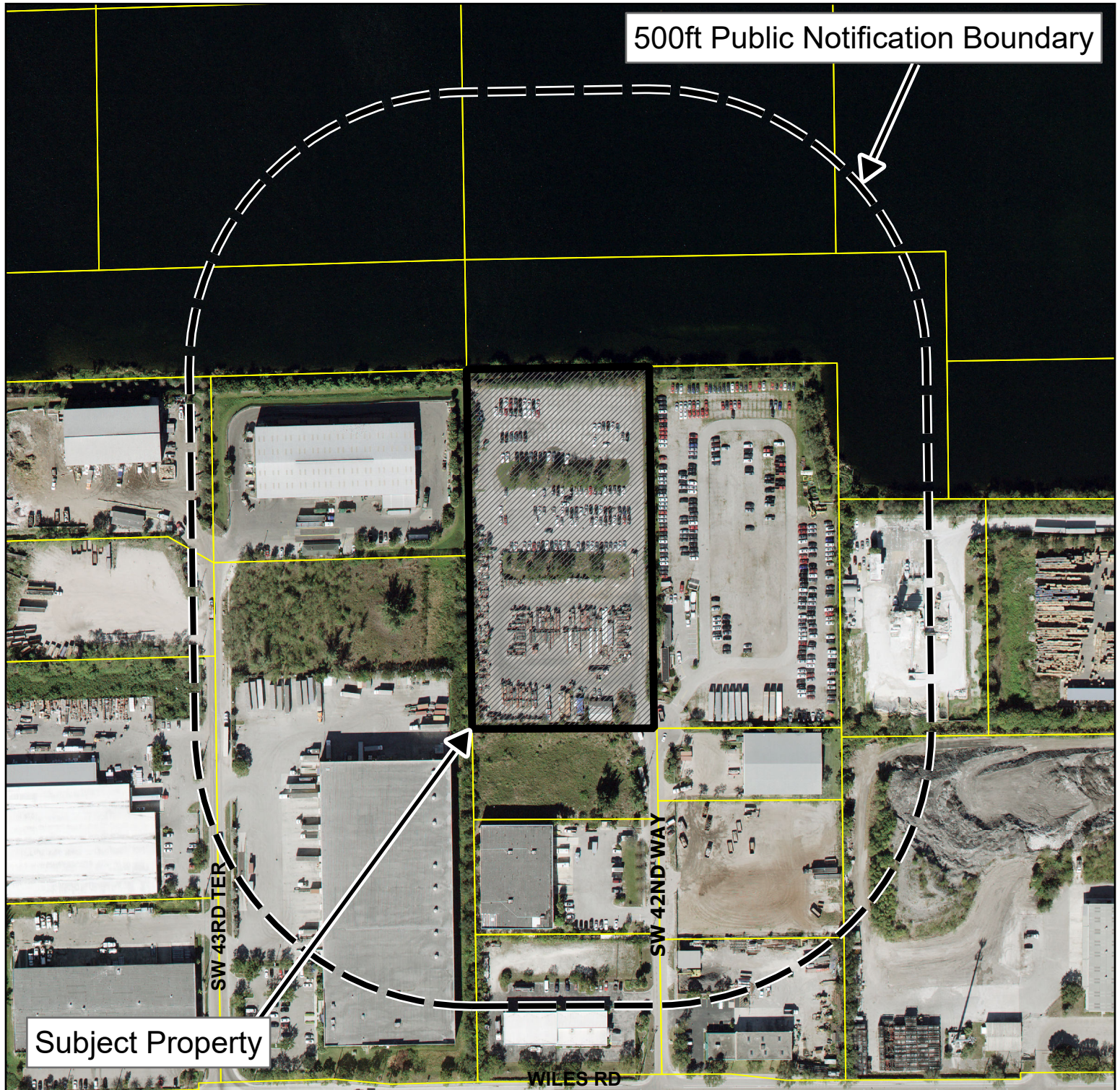
Location: The property is generally described as YORK CHASE RONTOL INDUSTRIAL PLAT 123-5 B PORTION OF PARCEL A DESC AS: BEG AT NW COR OF PAR A,E 329.15 ALG N/L PAR A,S 652.88,W 327.98,N 648.75 TO POB more particularly described in the file, and located at **1801 SW 42nd Way.**

A public hearing will be held on **TUESDAY, FEBRUARY 4, 2020 at 7:00 p.m.** in the City Commission Chambers. All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk

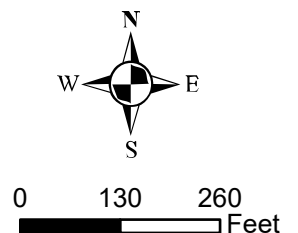


Public Hearing Notice Map

Major Site Plan Application
19-12-05

1801 SW 42nd Way

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





DEVELOPMENT PLAN APPLICATION

PLEASE PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)
One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Waste Management Recycling Deerfield

Property Owner: Premiere Automobile Sales, Inc.

Applicant (if different from Owner): Waste Management Inc of Florida

Agent (if different from Owner/Applicant): _____

Address of Property: 1801 SW 42nd Way Pompano Beach, Florida 33073

Legal Description of Property (lot, block, tract, subdivision): Portion of Tract "A" of York Chase Ronto Industrial Plat PH123 PG5

Description of Project: New Facility for recycling of construction and demolition Debris.

New Development (Y/N)	<u>Yes</u>	Modification to Existing Development (Y/N)	<u>Yes</u>
Zoning District (existing):	<u>I-2</u>	Zoning District (proposed):	<u>I-2</u>
Existing Use:	<u>Vehicle Storage</u>	Proposed Use:	<u>Construction and demolition recycling</u>
Lot Area:	<u>213,445sf (4.91 AC)</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>936</u>	Sq. Ft. of Structure (proposed):	<u>79,350</u>

Agent Signature*:

Name Printed: Michael Gai

Address: 4577 Nob Hill Road Suite 102 Sunrise, FL 33341

Telephone: (954)777-3123 ex 310

Email: mgai@suntecheng.com

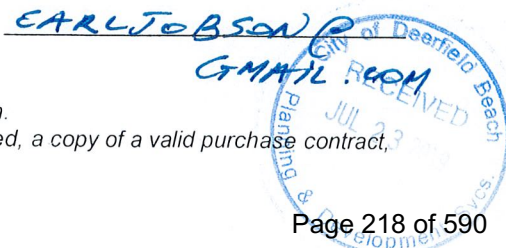
Owner Signature**:

Name Printed: Carl Jobson

Address: 6601 Lyons Road, Suite C-10 Coconut Creek, FL 33073

Telephone: (954)296-9410

Email:



* An authorization letter must be provided by the owner if an agent is providing representation.

** If ownership cannot be verified through county tax data, a copy of the recorded warranty deed, a copy of a valid purchase contract, or a signed/notarized letter from the owner of record must be submitted.



DISCLOSURE AFFIDAVIT

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

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

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

A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.

B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

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



- _____
- _____
- _____
- _____

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

Applicant _____

Signature _____

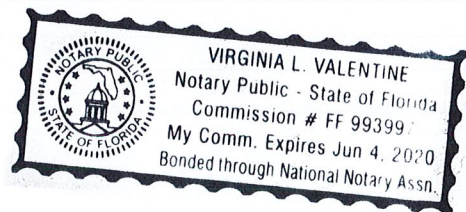
Date 5/29/19

Sworn to and subscribed before me this 29th day of May, 2019.

By: Michael Grai

Produced as ID: personally known

Virginia R. Vento
Notary Public, State of Florida





DEVELOPMENT PERMIT APPLICATION DISCLOSURE AFFIDAVIT

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

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0

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0

PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)
- 0
4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, MARCOS IBARGÜEN, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

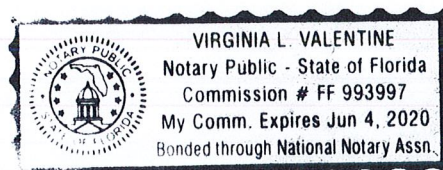
[Signature]
Signature

5/29/2019
Date

Sworn to and subscribed before me this 29th day of May, 20 19.

By: Marcus Ibarguen Produced as ID: personally known

[Signature]
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
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0 N/A

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0 N/A

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0 N/A

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

I, DEBRA ROMAN, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

Signature

Date

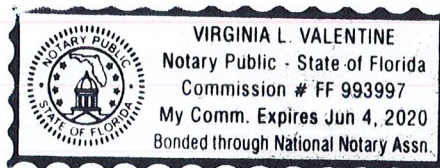
Sworn to and subscribed before me this 29th day of May, 20 19.

By: Debra Roman

Produced as ID:

Personally known

Virginia L. Valentine
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
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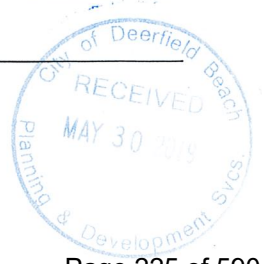
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None

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

None

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None

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

I, Carl Jobson, have received a copy of the ordinance and understand the ordinance requirements.
Applicant

Carl Jobson
Signature

5/29/19
Date

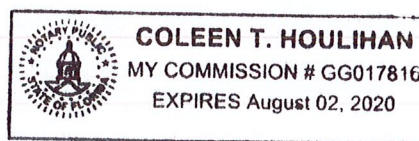
Sworn to and subscribed before me this 29 day of May, 2019.

By: Carl Jobson

Produced as ID:

FL Driver License
3125-139-63-087-0

Coleen T. Houlihan
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com





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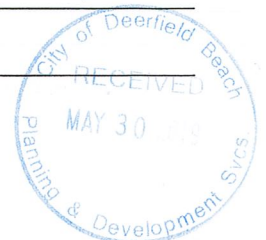
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see attached

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None

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

I, Ronald Kaplan have received a copy of the ordinance and understand the ordinance requirements.
Applicant

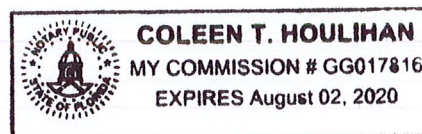
[Signature]
Signature

5/29/19
Date

Sworn to and subscribed before me this 29 day of May, 2019.

By: RONALD M. KAPLAN, ASST. SEC. Produced as ID: Personally Known

Coleen T. Houlihan
Notary Public, State of Florida



PLANNING & DEVELOPMENT SERVICES
150 NE 2 Avenue, Deerfield Beach, Florida 33441
954.480.4206 web.planning@deerfield-beach.com



Name	District Office	City	Amount	Request Received
Battle, Gloria	City Commissioner	Deerfield Beach	\$ 1,000.00	2019
Hudak, Michael	City Commissioner	Deerfield Beach	\$ 1,000.00	2019
Clark-Reed, Gwyndolen	Mayor	Deerfield Beach	\$ 500.00	2017



WASTE MANAGEMENT INC. OF FLORIDA

WM RECYCLING DEERFIELD

1801 SW 42nd Way Deerfield Beach, Florida

OWNER:
PREMIERE AUTOMOBILES SALES, INC.
6601 LYONS ROAD SUITE C-10
COCONUT CREEK FLORIDA, FL 33073
(954)296-9410

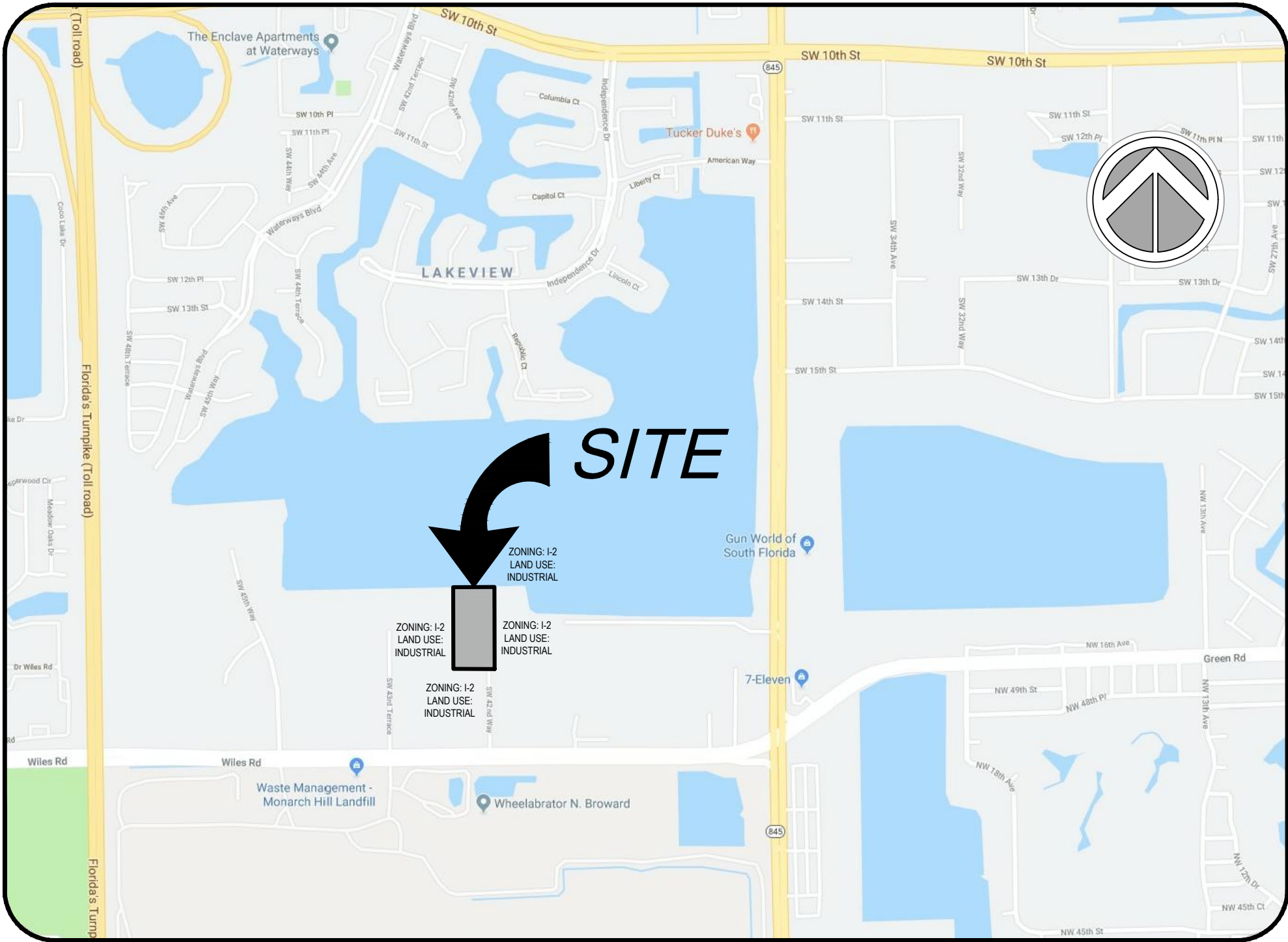
APPLICANT:
WASTE MANAGEMENT INC. OF FLORIDA
2700 WILES ROAD
POMPANO BEACH, FL 33023
(954)984-2000

ARCHITECT:
CMK DESIGN STUDIO, INC.
6822 22nd AVE. N #148
ST. PETERSBURG, FL 33710
(813)362-6381

CIVIL ENGINEER:
SUN-TECH ENGINEERING, INC.
4577 NOB HILL ROAD
SUITE 102
SUNRISE, FLORIDA 33351
(954) 777-3123

SURVEYOR:
SUN-TECH ENGINEERING, INC.
4577 NOB HILL ROAD
SUITE 102
SUNRISE, FLORIDA 33351
(954) 777-3123

LANDSCAPE ARCHITECT:
ROMAN EARTH, LLC
DEBRA ROMAN
76 4TH STREET NORTH
SUITE #1930
ST. PETERSBURG, FL 33701



SECTION 09, TOWNSHIP 48 SOUTH, RANGE 42 EAST
LOCATION MAP
SCALE: 1"=1000'

INDEX OF DRAWINGS	
SHEET NO.	TITLE
CS1	COVER SHEET
S1 - S2	SURVEY
SP1 - SP2	SITE PLAN & SITE PLAN DETAILS
A101	PROCESSING CANOPY FLOOR PLAN
A102	PROCESSING CANOPY ROOF PLAN
A105	SHOP BUILDING FLOOR PLAN
A201	PROCESSING CANOPY ELEVATIONS
A202	SHOP BUILDING ELEVATIONS
L1.1	LANDSCAPE PLAN
L1.2	LANDSCAPE DETAILS
L1.3	NORTH WALL DETAILS
L2.1	TREE MITIGATION
IR1.1	IRRIGATION PLAN
IR1.2	IRRIGATION DETAILS
E-102	PHOTOMETRICS SITE PLAN
E-105	POLE LIGHT DETAILS

LEGAL DESCRIPTION:

FOLIO NO. 484209030015
AS PER OFFICIAL RECORDS BOOK 41189, PAGE 693

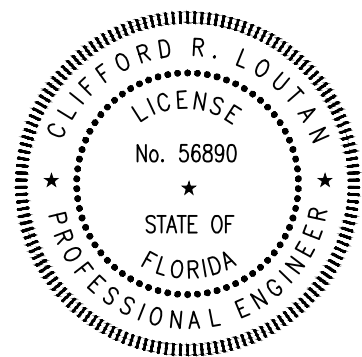
A PORTION OF PARCEL "A", OF YORK CHASE RONTO INDUSTRIAL PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 123, PAGE 5, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "A"; THENCE SOUTH 89°22'26" EAST, ALONG THE NORTH LINE OF SAID PARCEL "A", A DISTANCE OF 329.15 FEET; THENCE SOUTH 00°49'14" WEST, A DISTANCE OF 652.88 FEET; THENCE NORTH 88°39'15" WEST, A DISTANCE OF 327.98 FEET; THENCE NORTH 00°42'57" EAST, ALONG THE WEST LINE OF SAID PARCEL "A", A DISTANCE FO 648.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA AND CONTAINING 213,832 SQUARE FEET (4.9089 ACRES) MORE OR LESS.

PROJECT DESCRIPTION:

PROCESSING FACILITY FOR CONSTRUCTION AND DEMOLITION MATERIALS



Date: August 22, 2019
This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.



PROJECT NO. 18-3923
DESIGN DATE: MAY 2019

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
FILE NO. 19063323, DATED JULY 12, 2019 @ 8:00 A.M.
REVIEW OF ITEMS, SCHEDULE B-II

ITEMS 1-6, Not addressed, not a survey related matter.

ITEM 7 - Restrictions, covenants, conditions and easements on Plat of YORK CHASE RONTTO INDUSTRIAL PLAT, recorded in Plat Book 123, Page 5, affect the subject property and where applicable are shown hereon; as affected by Ordinances recorded in Official Records Book 12499, Page 980 and Official Records Book 12544, Page 117, affect the subject property but contain no plottable matters.

ITEM 8 - Declaration by Waste Management Official Records 10888, Page 764, affects the subject property but contains no plottable matters.

ITEM 9 - Matters of Record in Deed regarding sanitary landfills, Official Records Book 10914, Page 78, affect the subject property but contains no plottable matters.

ITEM 10 - Easement for Water Areas, Official Records Book 13850, Page 626, does not affect the subject property, shown hereon off-site.

ITEM 11 - Grant of Easement, Fill Agreement, Construction Agreement, Maintenance and Lien Agreement, Official Records Book 14539, Page 554, does not affect the subject property.

ITEM 12 - Terms, conditions, easements, restrictions and other matters in Special Warranty Deed, Official Records Book 14543, Page 373; Exhibit B - permitted exceptions: 1) Easements and restrictions in Plat, York Chase Ronto Commercial Plat, Plat Book 123, Page 28, does not affect the subject property.

2) Easements and Restrictions in Plat, York Chase Industrial Plat, Plat Book 123, Page 5, affects the subject property and where applicable are shown hereon, (addressed previously - ITEM 7).

4) 20' Access Easement, Official Records Book 4439, Page 815, does not affect the subject property.

5) 20' Ingress/Egress, Official Records Book 2014, Page 959, affects the subject property and is shown hereon, off-site.

6) Grant of Easement, Fill Agreement, Construction Agreement, Maintenance Agreement and Lien Agreement, Clerk's File No. 87-259493, (Official Records Book 14539, Page 554 does not affect the subject property, (addressed previously ITEM 11).

7) Paragraph No. 3 contained in Special Warranty Deed, Official Records Book 10914, Page 78, affects the subject property but contains no plottable matters, (addressed previously, ITEM 9) and Agreement in Official Records Book 9895, Page 239 stated in said document says that it does not affect title.

8) Easement for road, drainage & utilities, Official Records Book 10731, Page 515, does not affect the subject property.

9) Drainage Easement, Official Records Book 12340, Page 242, affects the subject property, shown off-site.

10) Ordinance 85-12(2), Official Records Book 12499, Page 980, affects the subject property but contains no plottable matters, (addressed previously, ITEM 7).

11) Ordinance No. 85-12(2), Official Records Book 12544, Page 117, affects the subject property but contains no plottable matters, (addressed previously, ITEM 7).

12) Ordinance No. 85-18(2), Official Records Book 12570, Page 933, does not affect the subject property.

13) Declaration, Official Records Book 10888, Page 764, affects the subject property but contains no plottable matters.

15) Easement for Water Areas, Official Records Book 13850, Page 626, does not affect the subject property, shown hereon off-site, (addressed previously, ITEM 10).

ITEM 13 - Easement and Declaration of Protective Covenants, Official Records Book 14543, Page 379, affects the subject property but contains no plottable matters.

ITEM 14 - Modification of Non-vehicular Ingress/Egress Lines, Official Records Book 16006, Page 597, affects the subject property and is shown hereon off-site.

ITEM 15 - Road Easement, Official Records Book 16089, Page 253, affects the subject property and is shown hereon, off-site.

ITEM 16 - Terms, conditions and provisions of Developer's Agreement, Official Records Book 17365, Page 518, affects the subject property but contains no plottable matters.

ITEM 17 - Drainage Easement, Official Records Book 18140, Page 121, affects the subject property and is shown hereon, off-site.

ITEM 18 - Bill of Sale Absolute to Broward County, Official Records Book 19013, Page 408, does not affect the subject property.

ITEM 19 - Utility Easement, Official Records Book 19013, Page 420, affects the subject property and is shown hereon, off-site.

ITEM 20 - Non-exclusive Ingress and Egress Easement, Official Records Book 21610, Page 420, affects the subject property and is shown hereon, off-site.

ITEM 21 - Ordinance No. 1996-024 vacating and abandoning a portion of Utility Easement, Official Records Book 25078, Page 714, affects the subject property and is shown hereon, off-site.

ITEM 22 - Ordinance No. 1996-025 vacating and abandoning a Drainage Easement, Official Records Book 25078, Page 716, affects the subject property and is shown hereon, off-site.

ITEM 23 - Ordinance No. 1996-026 vacating and abandoning an Access Easement, Official Records Book 25078, Page 718, affects the subject property and is shown hereon, off-site.

ITEM 24 - Resolution 96-1109 by Broward County, renouncing and disclaiming all rights of the County and the public re: access, utility and drainage easements, Official Records Book 25529, Page 896, affects the subject property and is shown hereon, off-site.

ITEM 25 - Declaration of Easements, cross access & utilities, Official Records Book 26223, Page 47, affects the subject property and is shown hereon.

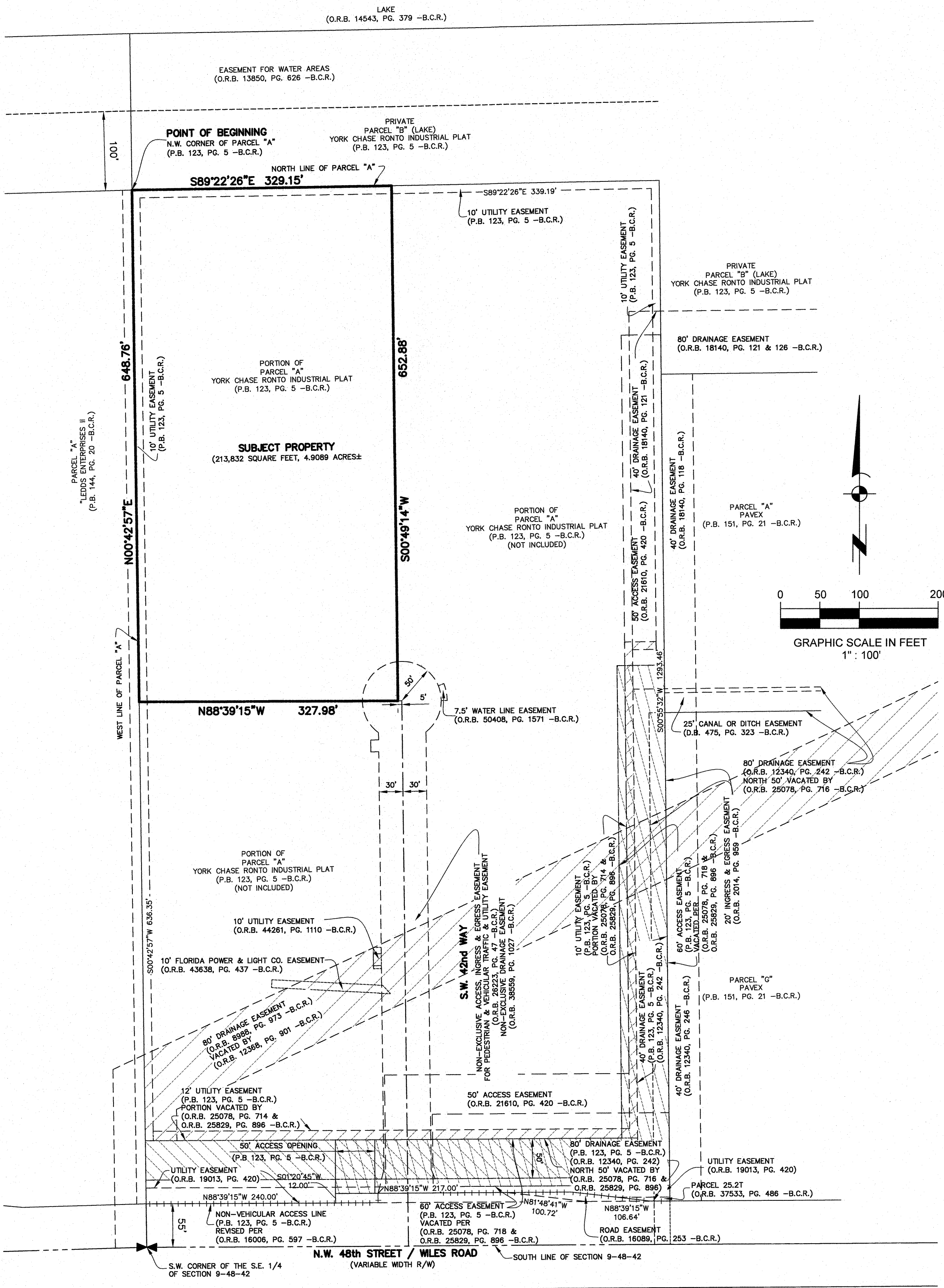
ITEM 26 - Agreed Order of Taking and Stipulated Final Judgement, Official Records Book 37533, Page 486, affects the subject property and is shown hereon, off-site.

ITEM 27 - Declaration of Drainage Easement, Official Records Book 38559, Page 1027, affects the subject property and is shown hereon.

ITEM 28 - Florida Power & Light Company Easement, Official Records Book 43638, Page 437, does not affect the subject property, shown hereon off-site.

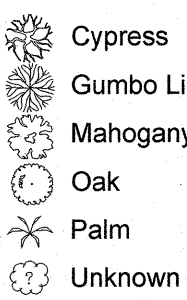
ITEM 29 - Easement with Broward County for water mains and sanitary sewer mains, Official Records Book 44261, Page 1110 and Official Records Book 50408, Page 1571, do not affect the subject property, shown hereon off-site.

ITEMS 30 - 31, Not addressed.

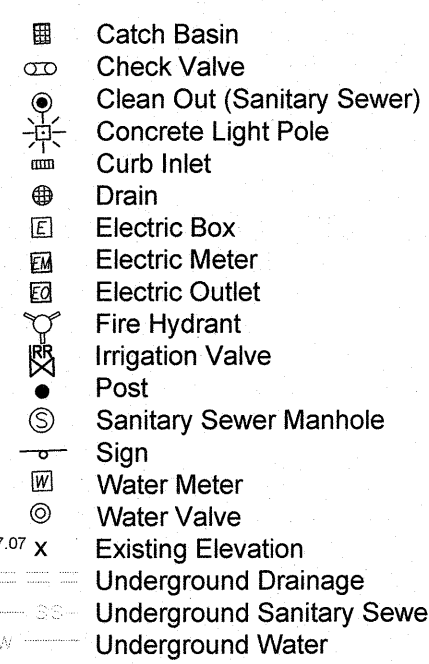


SKETCH DEPICTING REMAINDER OF PARCEL "A",
ELEMENTS OF THE LEGAL DESCRIPTION & APPURTENANT EASEMENTS

TREE LEGEND



SYMBOLS LEGEND



KEY TO ABBREVIATIONS

ALTA = American Land Title Association
B.C.R. = Broward County Records
I.D. = Identification
R = Radius
Δ = Central Angle
L = Arc Length
ELEV. = Elevation
FD. = Found
I.P. = Iron Pipe
I.R. = Iron Rod
LB = Licensed Business
NSPS = National Society of Professional Surveyors
No. = Number
O.R.B. = Official Records Book
O.R.I. = Official Records Instrument
P.B. = Plat Book
P.M. = Professional Surveyor & Mapper
R/W = Right-of-Way
TYP. = Typical
W = With

FLOOD INSURANCE RATE MAP INFORMATION

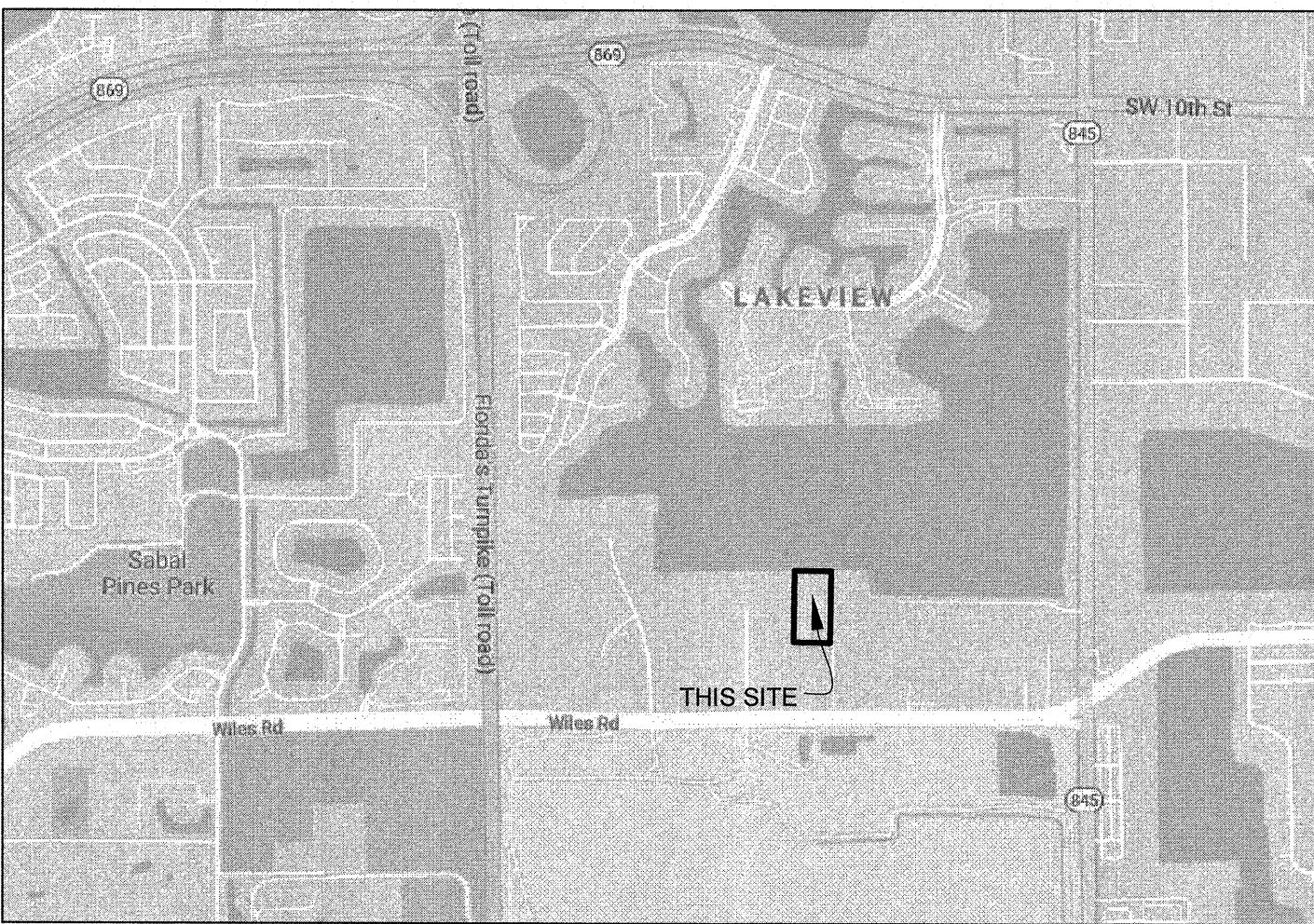
Map No. 12011C0166 H
Community Name: City of Deerfield Beach
Community No. 125101
Panel No. 0166
Suffix: H
Flood Zone: AE / X
Base Flood Elevation: 11' / Area outside of 0.2% annual chance flood
Effective Date of Map: August 18, 2014

PROPERTY ADDRESS:

1801 S.W. 42nd Way
Deerfield Beach, Florida 33442

AREA OF SUBJECT PROPERTY

Gross Area - 213,832 Square Feet, 4.9089 Acres ±
Net Area - 213,832 Square Feet, 4.9089 Acres ±



LOCATION MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

Folio No. 484209030015
as per Official Records Book 41189, Page 693

A portion of Parcel "A", of YORK CHASE RONTTO INDUSTRIAL PLAT, according to the Plat thereof recorded in Plat Book 123, Page 5, of the Public Records of Broward County, Florida, more particularly described as follows:

BEGINNING at the Northwest corner of said Parcel "A"; thence South 89°22'26" East, along the North line of said Parcel "A", a distance of 329.15 feet; thence South 00°49'14" West, a distance of 652.88 feet; thence North 88°39'15" West, a distance of 327.98 feet; thence North 00°42'57" East, along the West line of said Parcel "A", a distance of 648.75 feet to the Point of Beginning.

Said lands situate, lying, and being in the City of Deerfield Beach, Broward County, Florida and containing 213,832 square feet (4.9089 Acres) more or less.

SURVEYOR'S NOTES

- Measurements shown hereon are expressed in U.S. survey feet and decimal parts thereof.
- Dimensions shown are taken at the exposed areas of improvements, underground footers, foundations, utilities or other subsurface features are not located for the purposes of this survey.
- Sun-Tech Engineering, Inc. reserves the right to utilize any and all information obtained in the preparation of this survey, including this map of survey, for any other purposes.
- This drawing may not be reproduced in whole or in part without the permission of Sun-Tech Engineering, Inc. additions or deletions to the survey map by other than the signing party is prohibited without the written consent of the signing party.
- This drawing is not valid without the signature and original raised seal of a Florida licensed surveyor and Mapper.
- The certification contained herein is for the latest date of field survey or latest revision date, whichever applicable.
- Some features shown hereon may be drawn "out of scale" for the purposes of clarity. Written dimensions take precedence over scaled measurements.
- Sources of information used in the preparation of this map of survey are as follows:
A. Record plat entitled YORK CHASE RONTTO INDUSTRIAL PLAT, Plat Book 123, Page 5, Broward County Public Records.
B. Record plat entitled "LEDDS ENTERPRISES II, Plat Book 144, Page 20, Broward County Public Records.
- The horizontal accuracy of field measured control meets the applicable requirements of Chapter 5J-17.052(15)(b)(ii). The accuracy obtained is 1:43,446 and is based on a closed geometric figure. The expected use of the property is Commercial/High Risk, mandating a maximum allowable error of closure of 1:10,000.
- Sun-Tech Engineering, Inc. is authorized to provide Surveying and Mapping Services by the State of Florida Department of Agriculture and Consumer Services, License No. LB.7019, pursuant to the provisions of Chapter 472, Florida Statutes.
- This survey does not determine ownership of the subject property or its adjoiners. Ownership information, if shown, was obtained from a public record search of the Broward County Property Appraiser's Office.
- The undersigned surveyor has been provided a copy of a Commitment for Title Insurance prepared by Old Republic National Title Insurance Company, Order No. 19063323, dated July 12, 2019 at 8:00 am. All items in said commitment have been referenced hereon. It is possible that there are additional recorded or unrecorded easements, deeds or encumbrances on the subject premises which are not shown and are unknown to the reviewing surveyor and are not shown hereon.
- The purpose of this Map of Survey is to depict the results of a Boundary Survey pursuant to Chapter 5J-17.052(2) Florida Administrative Code. Uses inconsistent with its intended purpose are prohibited.
- Contractual considerations and obligations between the surveyor and client may be addressed in the preparation of this survey. Underground utilities, if shown, were located based on markings provided by utilities location services and other sources of information. Underground footers, foundations or subterranean structures were not located for the purposes of this survey.
- The bearings shown hereon are based on Plat referenced in Surveyor's Note 8.A., and are relative to the North line of Parcel "A", bearing South 89°22'26" East, the same being an established and monumented line (see survey).
- The basis of this survey is a legal description as described in Official Records Book 41189, Page 693, Broward County Records.
- The reviewing surveyor encountered no observable evidence of earth moving work, building construction or building additions within recent months on the subject premises.
- The elevations shown hereon are based on North American Vertical Datum of 1988 (N.A.V.D. 88), and are relative to the following described Benchmarks: Broward County Highway Construction & Engineering Division Benchmark No. 1092, Elevation 11.89 (N.A.V.D. 88), and Benchmark No. 1093, Elevation 11.78 (N.A.V.D. 88) to convert to National Geodetic Vertical Datum of 1929 (N.G.V.D. 29), add 1.56.
- The reviewing surveyor encountered no observable evidence of wetlands, nor was informed of any historic wetlands on the subject premises.
- The vertical accuracy of field measured control meets the applicable Requirements of Chapter 5J-17.050(10)(k). The vertical accuracy of the closed level loop obtained is 0.01'. A maximum allowable error of accuracy for this survey is 0.05' times the square root of the distance of the level circuit in miles [(√0.2282) x 0.05 = 0.239'].

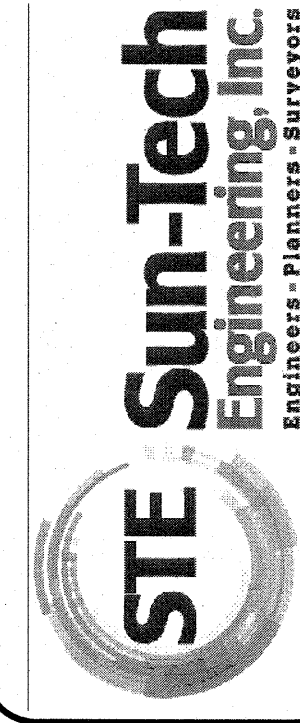
SURVEYOR'S CERTIFICATE

This map and the Survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements For ALTA/NSPS Land Title Surveys" jointly established and adopted by American Land Title Association and National Society of Professional Surveyors in 2016, and includes items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 7(c), 8, 9, 11, 13, 14, 16, 17 and 18 of Table A thereof. Pursuant to Accuracy Standards adopted by ALTA and NSPS and in effect on the date of this certification, the undersigned further certifies that in my professional opinion as a land surveyor registered in the State of Florida, the maximum Relative Positional Accuracy of this survey does not exceed that which is specified therein.

SUN-TECH ENGINEERING, INC.
Latest date of Field Survey: April 25, 2019

Donald L. Cooper, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 6269
Date: 7-22-2019

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com
Certificate of Auth. #7097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3124



NO.	DATE	DESCRIPTION
1	7-22-2019	UPDATE PER NEW TITLE COMMITMENT

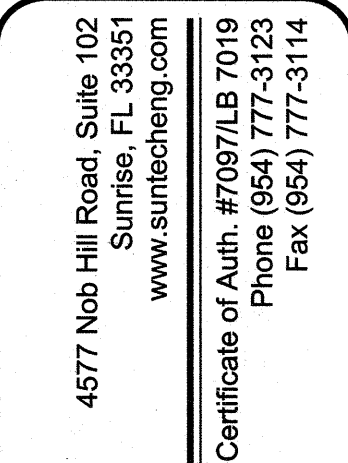
ALTA/NSPS LAND TITLE SURVEY
WASTE MANAGEMENT INC. OF FLORIDA
PORTION OF PARCEL "A", YORK CHASE RONTTO INDUSTRIAL PLAT
(PLAT BOOK 123, PAGE 5 - BROWARD COUNTY RECORDS)
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

DRAWN BY:
VALENTINE

JOB NUMBER
18-3923

SCALE
1" = 100'

SHEET No.
1 OF 2

[illegible]

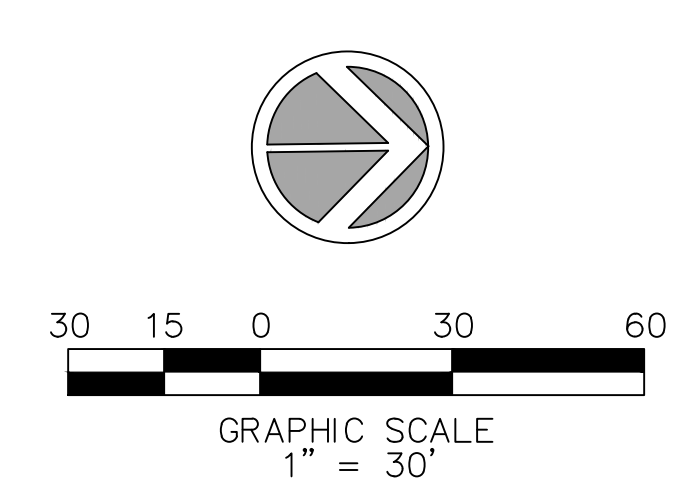
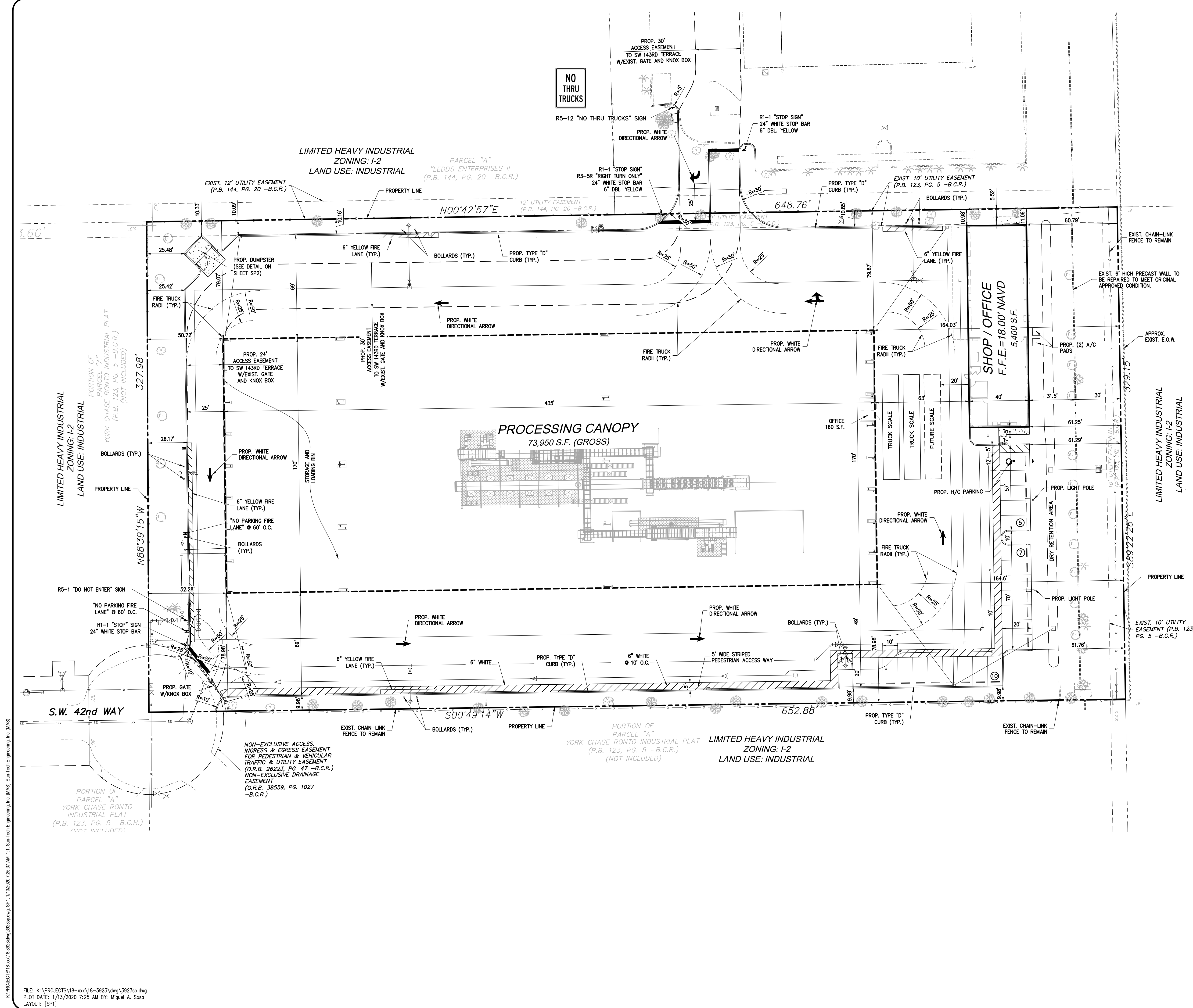
ALTA/NSPS LAND TITLE SURVEY
WASTE MANAGEMENT INC. OF FLORIDA
PORTION OF PARCEL "A", YORK CHASE RANTO INDUSTRIAL PLAT
(PLAT BOOK 123, PAGE 5 - BROWARD COUNTY RECORDS)
CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA

DRAWN BY:
VALENTINE

JOB NUMBER
18-3923

SCALE
1" : 30'

SHEET No.
2 OF 2



APPLICABLE CODE REFERENCES:

JURISDICTION	CITY OF DEERFIELD BEACH
ADDRESS	1801 SOUTHWEST 42ND WAY, DEERFIELD BEACH, FL
ZONING	I-2 LIMITED HEAVY INDUSTRIAL
LAND USE	INDUSTRIAL
TOTAL SITE AREA NET	213,832 S.F. (4.91 ACRES)
TOTAL SITE AREA GROSS	213,832 S.F. (4.91 ACRES)
BUILDING TYPE	OFFICE: 5,400 S.F. PROCESSING BLDG: 73,950 S.F.
LANDSCAPE/OPEN SPACE	15% (REQUIRED) 18.6% (PROPOSED)

SITE DATA

	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
LANDSCAPE/OPEN SPACE	39,777	0.91 AC.	18.6%
PAVED AREA	94,705	2.17 AC.	44.3%
BUILDING AREA	79,350	1.82 AC.	37.1%
TOTAL AREA	213,832	4.91 AC.	100.0%
FLOOR AREA RATIO	79,350 S.F. BLDG.	1.82 AC + 4.91 AC.	0.37 (F.A.R.)

SETBACKS

	REQUIRED	PROVIDED
NORTH (WATER FRONT)	30'	60.79'
SOUTH (FRONT)	25'	50.72'
EAST (SIDE)	5'	78.98'
WEST (SIDE)	5'	10.98'

PERVIOUS CALCULATIONS

	AREA (S.F.)	AREA (ACRES)	PERCENTAGE
PERVIOUS	39,777	0.91 AC.	18.6%
IMPERVIOUS	174,055	4.00 AC.	81.4%

PARKING TABULATION

	REQUIRED	PROVIDED
OFFICE (2,560 S.F. @ 1 SPACE PER 250 S.F.)	11	
SHOP (3,000 S.F. @ 1 SPACE PER 500 S.F.)	6	
TOTAL	17	22
REGULAR SPACES 10'x20' PROVIDED		21
HANDICAP SPACES PROVIDED		1
TOTAL		22

MAX. BUILDING HEIGHT ALLOWED: 75'-0"
MAX. BUILDING HEIGHT PROPOSED: 49'-5"

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntech.com

Sun-Tech Engineering, Inc.
Engineers - Planners - Surveyors

STE
Certificate of Auth. #7057LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

REVISIONS

NO.	DATE	DESCRIPTION

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way Deerfield Beach, Florida
CITY OF DEERFIELD BEACH FLORIDA

SITE PLAN

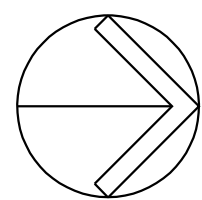
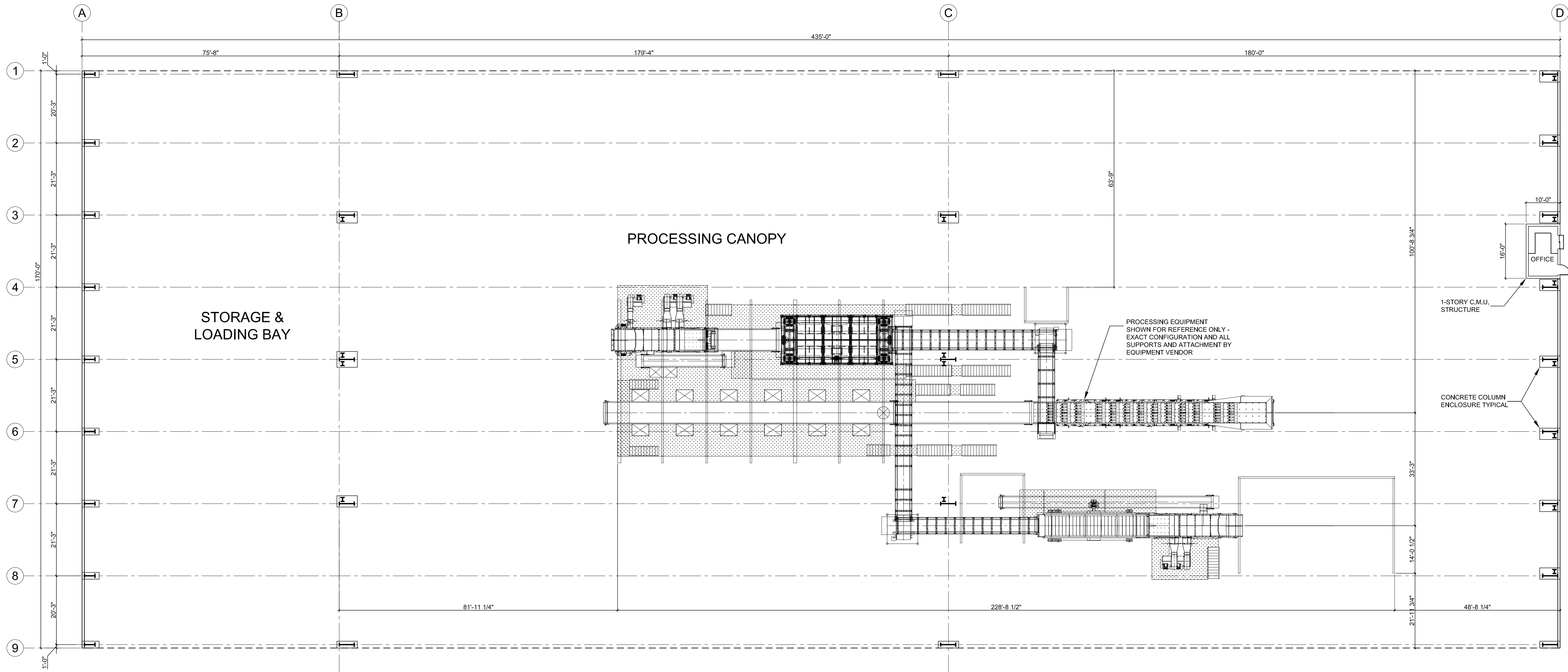
DATE: 5/10/2019
SCALE: 1" = 30'
DESIGNED BY: M.G.
DRAWN BY: A.E.V.
JOB #: 18-3923

CLIFFORD R. LOUTAN
LICENSE
No. 56890
STATE OF FLORIDA
PROFESSIONAL ENGINEER

Date: January 13, 2020
This item has been digitally signed and sealed by CLIFFORD R. LOUTAN, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

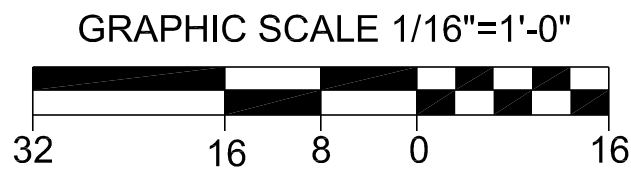
SHEET No.
SP1

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PLOT DATE: 1/13/2020 7:25 AM BY: Miguel A. Sosa
LAYOUT: [SP1]



1
A101

PROCESSING CANOPY FLOOR PLAN
SCALE: 1/16" = 1'-0"



SITE PLAN APPROVAL SET

CMK Design Studio, Inc.
Planning & Design of the Built Environment
6822 22nd Ave. N. #148
St. Petersburg, Florida 33710
Ph: 813.362.6381
FL LIC. NO.: AA26002603
marcos@cmkdesignstudio.com

MARCOS F. IBARGUEN
AR 13117
Drawing Not Valid Unless Signed, Sealed & Dated By Registered Professional

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO.	REVISIONS	DATE

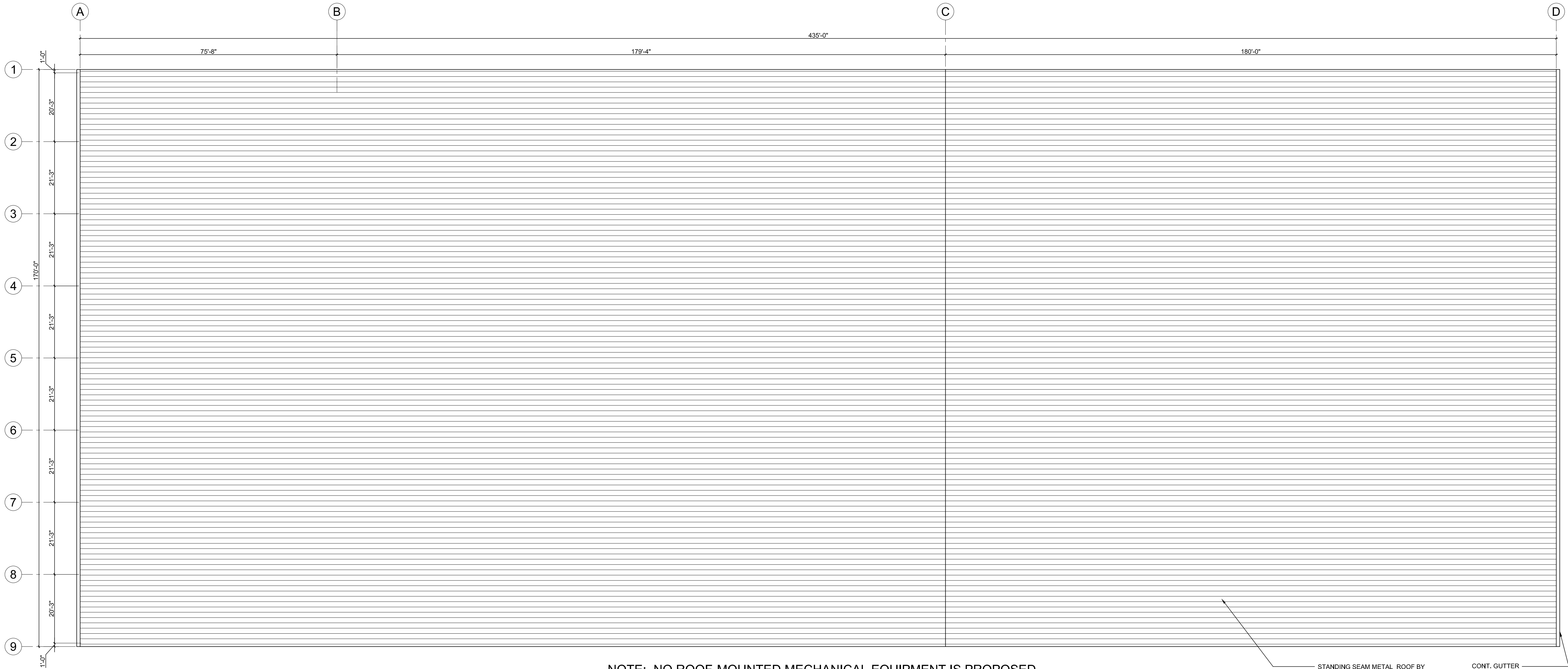
JOB NO.
1841

ISSUE DATE:
6/1/2019

DRAWN BY:
MI

SHEET TITLE
PROCESSING CANOPY FLOOR PLAN

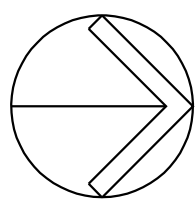
SHEET NO.
A101



NOTE: NO ROOF-MOUNTED MECHANICAL EQUIPMENT IS PROPOSED

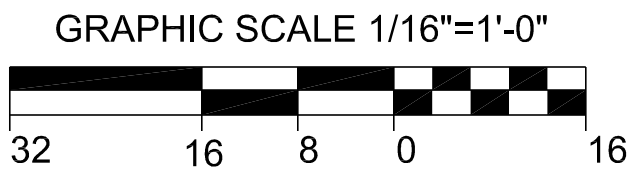
STANDING SEAM METAL ROOF BY
P.E.M.B. SUPPLIER - TYPICAL
COLOR: SILVER/GRAY GALVALUME

CONT. GUTTER
TWO SIDES



1
A102

PROCESSING CANOPY ROOF PLAN
SCALE: 1/16" = 1'-0"



SITE PLAN APPROVAL SET

CMK Design Studio, Inc.
Planning & Design of the Built Environment
6822 22nd Ave. N. #148
St. Petersburg, Florida 33710
Ph: 813.362.6381

FL LIC. NO.: AA28002803
marcos@cmkdesignstudio.com

MARCOS IBARGUEN
AR 13117
Drawing Not Valid Unless Signed,
Sealed & Dated By Registered Professional

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO.	REVISIONS	DATE

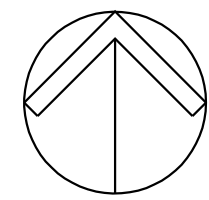
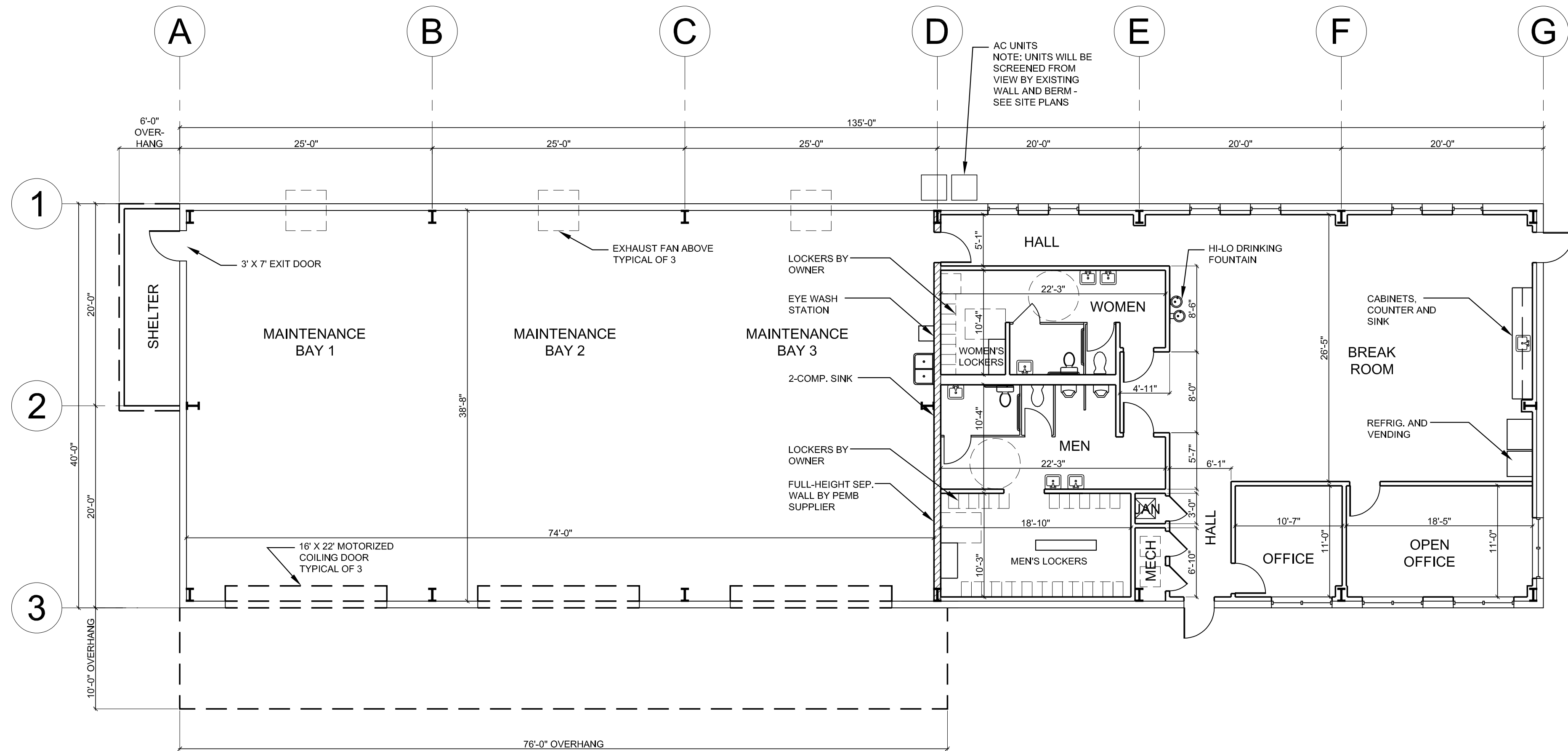
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1841

ISSUE DATE:
6/1/2019

DRAWN BY:
MI

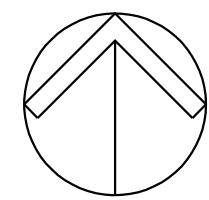
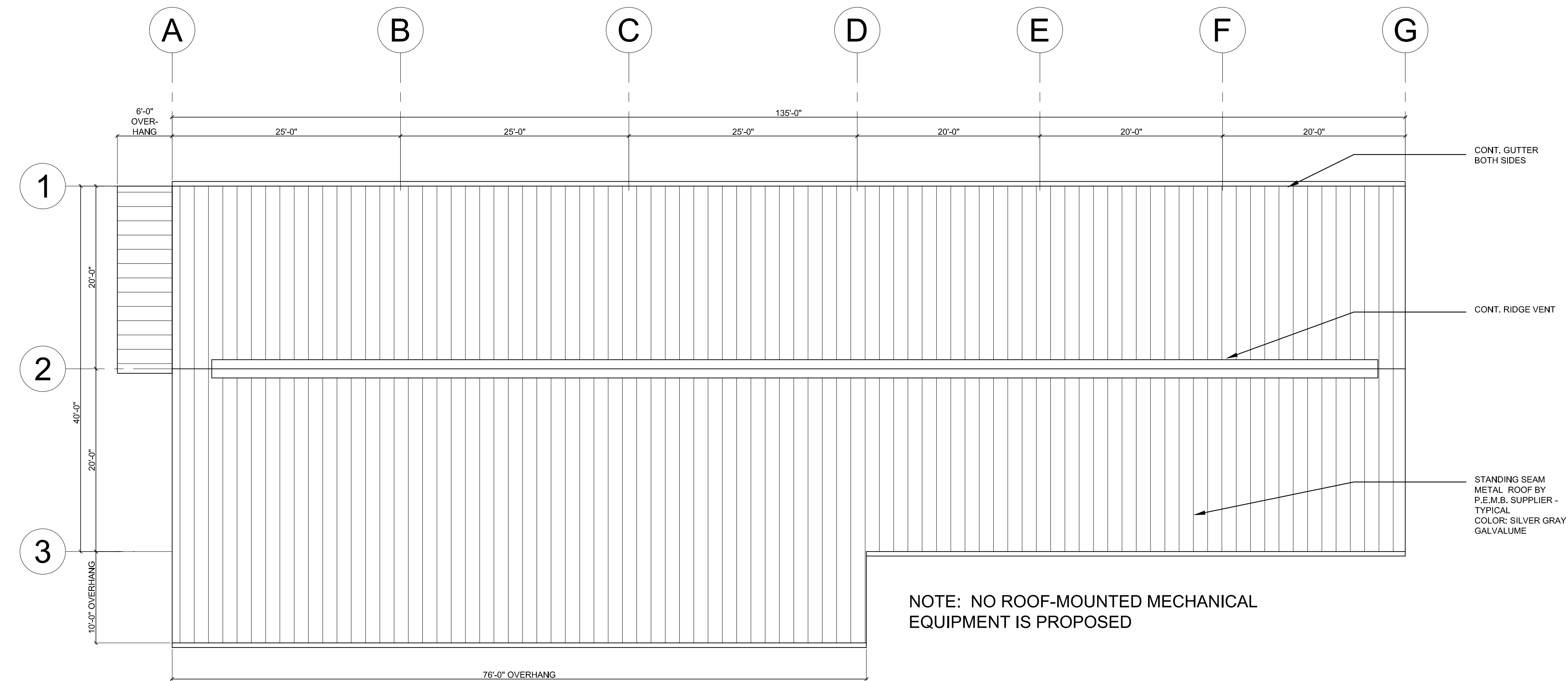
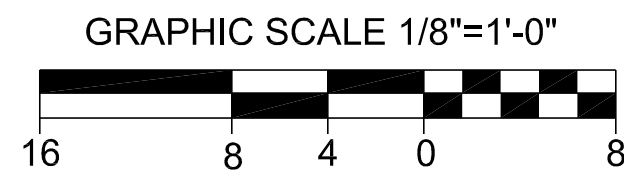
SHEET TITLE
PROCESSING CANOPY
ROOF PLAN

SHEET NO.
A102



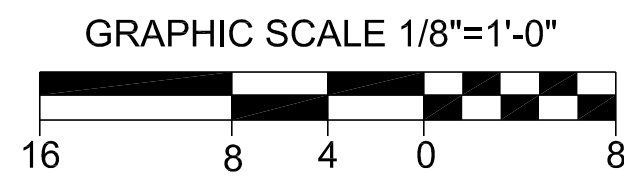
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A105

SHOP BUILDING FLOOR PLAN
SCALE: 1/8" = 1'-0"



2
A105

SHOP BUILDING ROOF PLAN
SCALE: 1/8" = 1'-0"



CMK
Design Studio

CMK Design Studio, Inc.
Planning & Design of the Built Environment

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Ph: 813.362.6381

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AR 13117
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WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO.	REVISIONS	DATE
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JOB NO.
1841

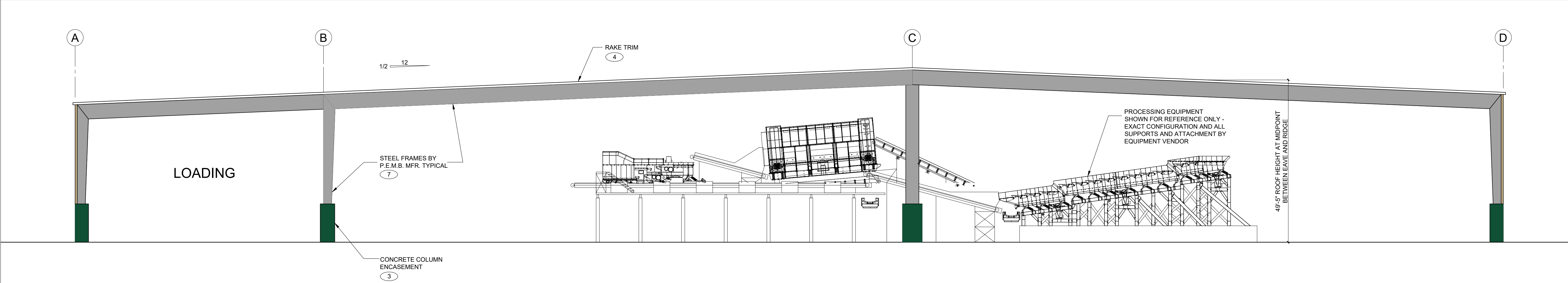
ISSUE DATE:
6/1/2019

DRAWN BY:
MI

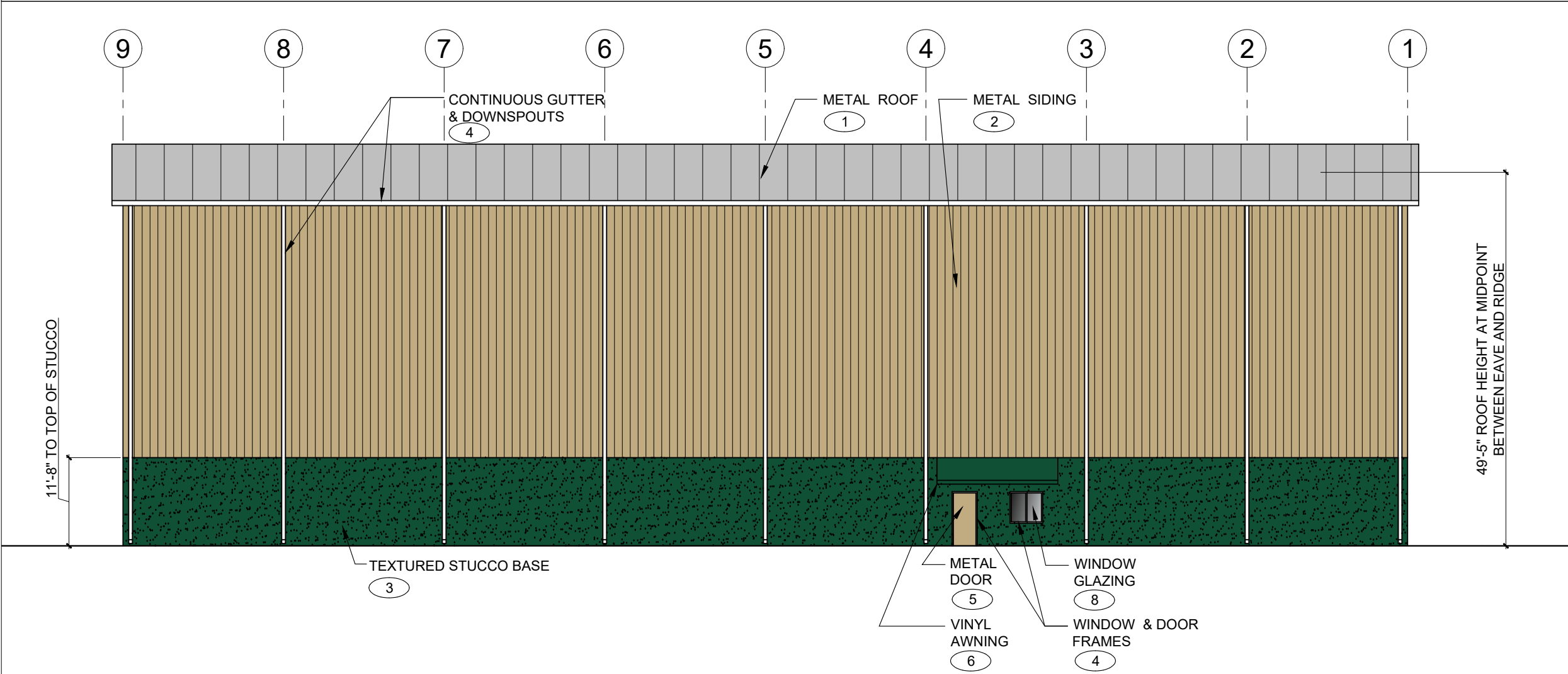
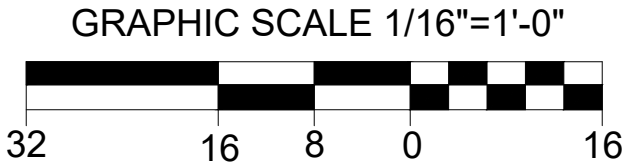
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SHOP BUILDING
FLOOR PLAN

SHEET NO.
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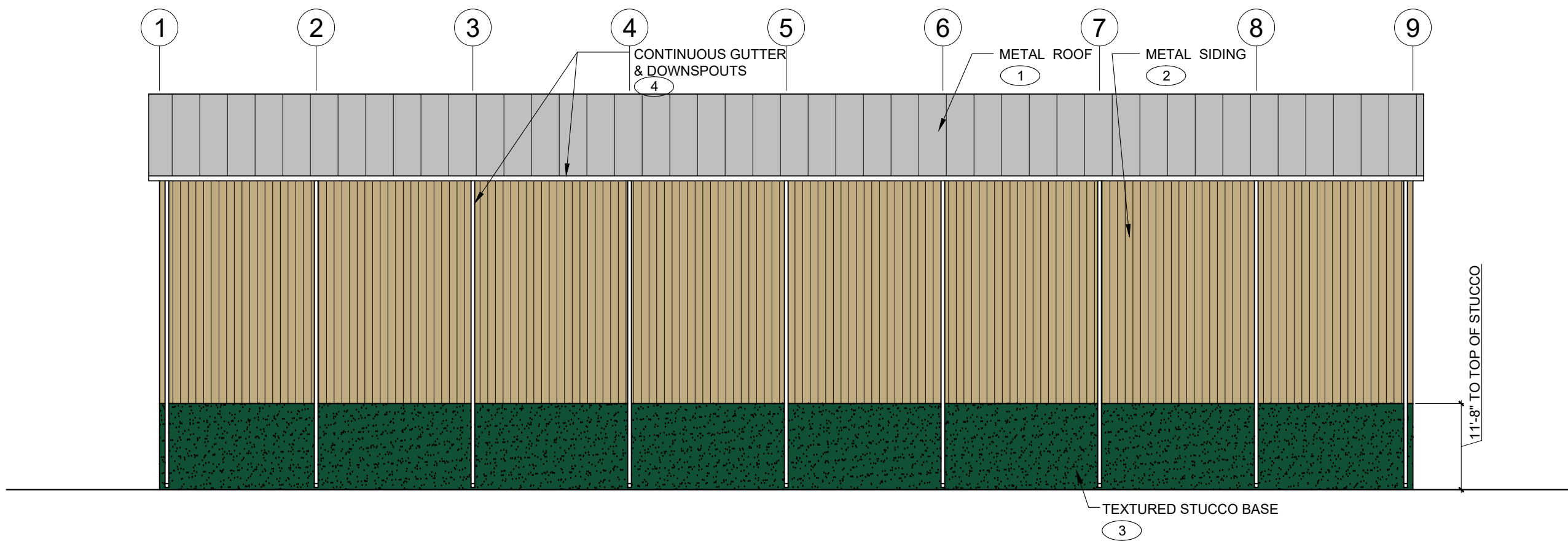
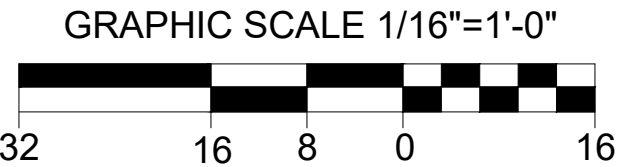
SITE PLAN APPROVAL SET



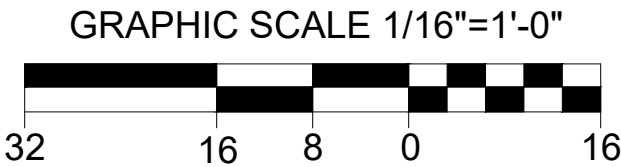
1 PROCESSING CANOPY EAST ELEVATION (WEST SIDE SIMILAR OPP. HAND)
SCALE: 1/16" = 1'-0"



2 PROCESSING CANOPY NORTH ELEVATION
SCALE: 1/16" = 1'-0"



3 PROCESSING CANOPY SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



EXTERIOR COLOR & MATERIAL SCHEDULE			
MARK	BUILDING COMPONENT	MATERIAL	COLOR
1	ROOF	RIBBED METAL	SILVER (GALVALUME) HEX CODE: #C0C0C0 RGB: 192, 192, 192 PANTONE: COOL GRAY 4C
2	WALLS ABOVE 11'-8"	RIBBED METAL	SADDLE TAN HEX CODE: #C1ACB2 RGB: 193, 172, 130 PANTONE: 45 25 C
3	WALLS BELOW 11'-8"	TEXTURED STUCCO	FOREST GREEN HEX CODE: #105336 RGB: 16, 83, 54 PANTONE: 34 35 C
4	FASCIA RAKE TRIM GUTTERS DOWNSPOUTS WINDOW FRAMES DOOR FRAMES	METAL	WHITE HEX CODE: #FFFFFF RGB: 255, 255, 255 PANTONE: WHITE
5	EXTERIOR DOORS COILING DOORS	METAL	SADDLE TAN HEX CODE: #C1ACB2 RGB: 193, 172, 130 PANTONE: 45 25 C
6	AWNINGS	VINYL	FOREST GREEN HEX CODE: #105336 RGB: 16, 83, 54 PANTONE: 34 35 C
7	EXPOSED STRUCTURE	METAL	PRIMER GREY HEX CODE: #ADA0A0 RGB: 160, 160, 160 PANTONE: COOL GRAY 7C
8	WINDOW GLAZING	GLASS	GREY TINT (EXACT COLOR T.B.D. BASED ON MANUFACTURER'S STANDARD TINTING)

CMK
Design Studio

CMK Design Studio, Inc.
Planning & Design of the Built Environment

6822 22nd Ave. N. #148
St. Petersburg, Florida 33710
Ph: 813.362.6381

FL LIC. NO.: AA26002603
marcos@cmkdesignstudio.com



MARCOS IBARQUEN
AR 13117
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Sealed & Dated by Registered Professional

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO. REVISIONS DATE

JOB NO.

1841

ISSUE DATE:

8/26/2019

DRAWN BY:

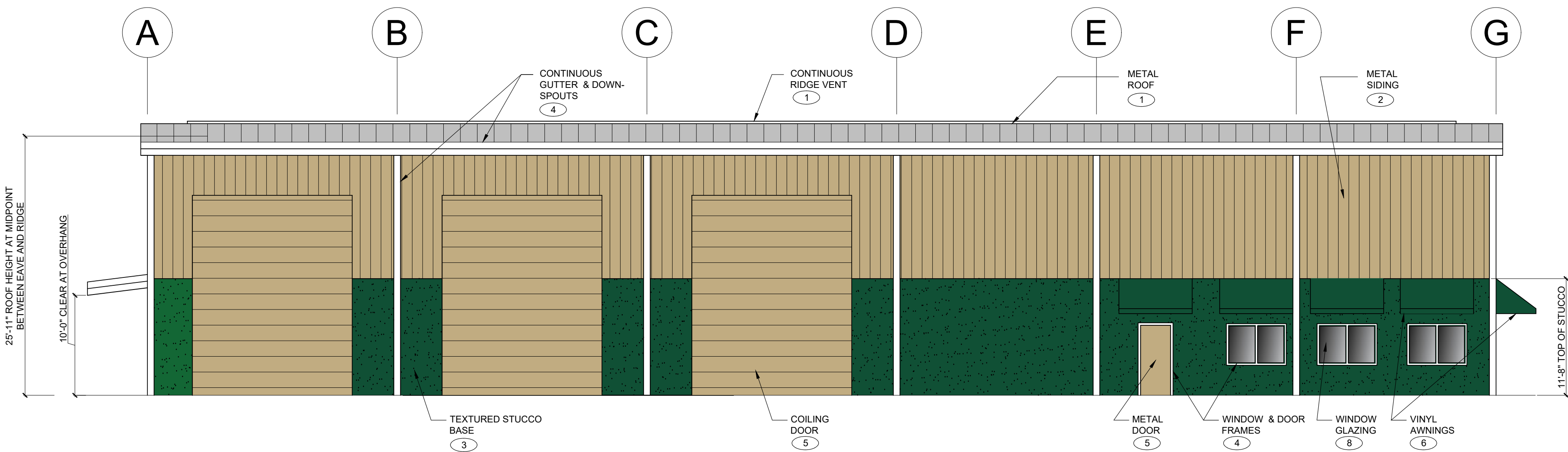
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SHEET TITLE
PROCESSING CANOPY
ELEVATIONS

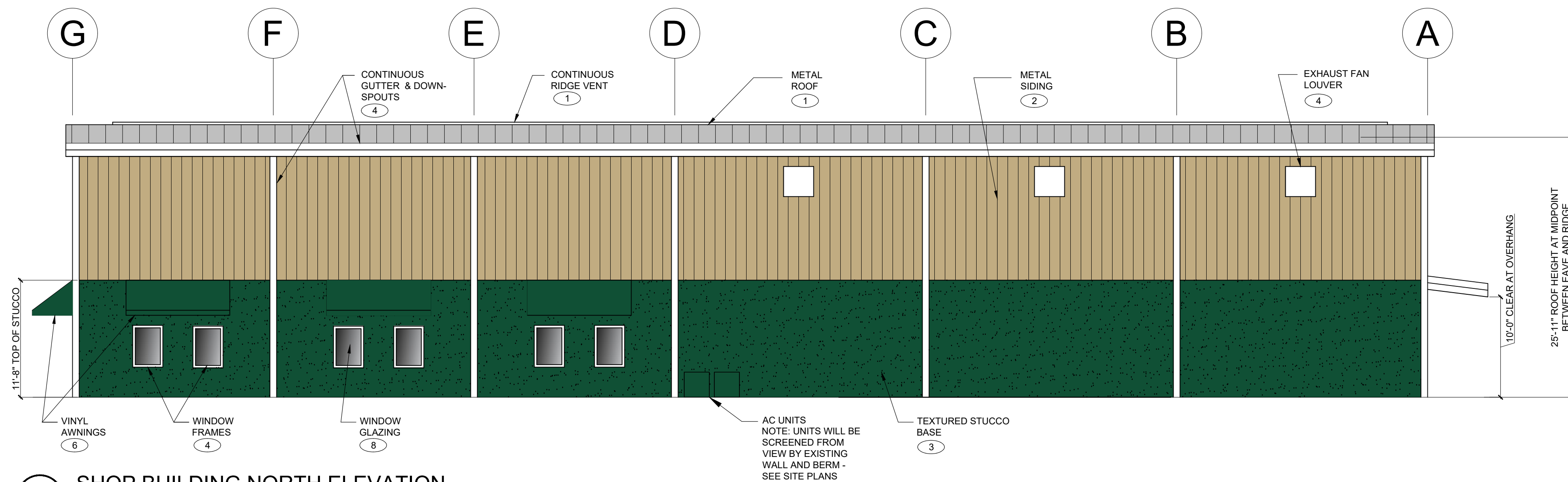
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A201

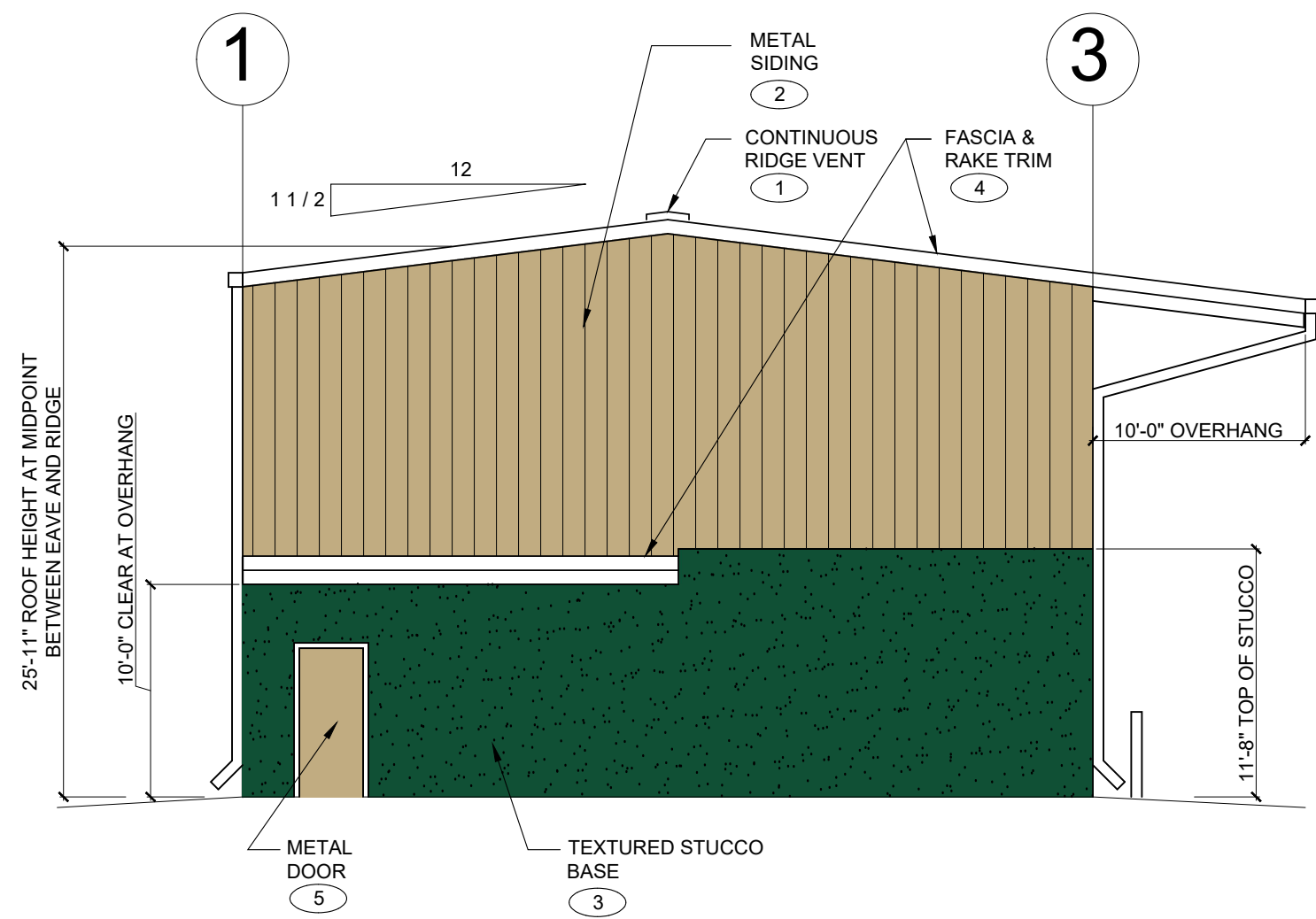
PERMIT SET



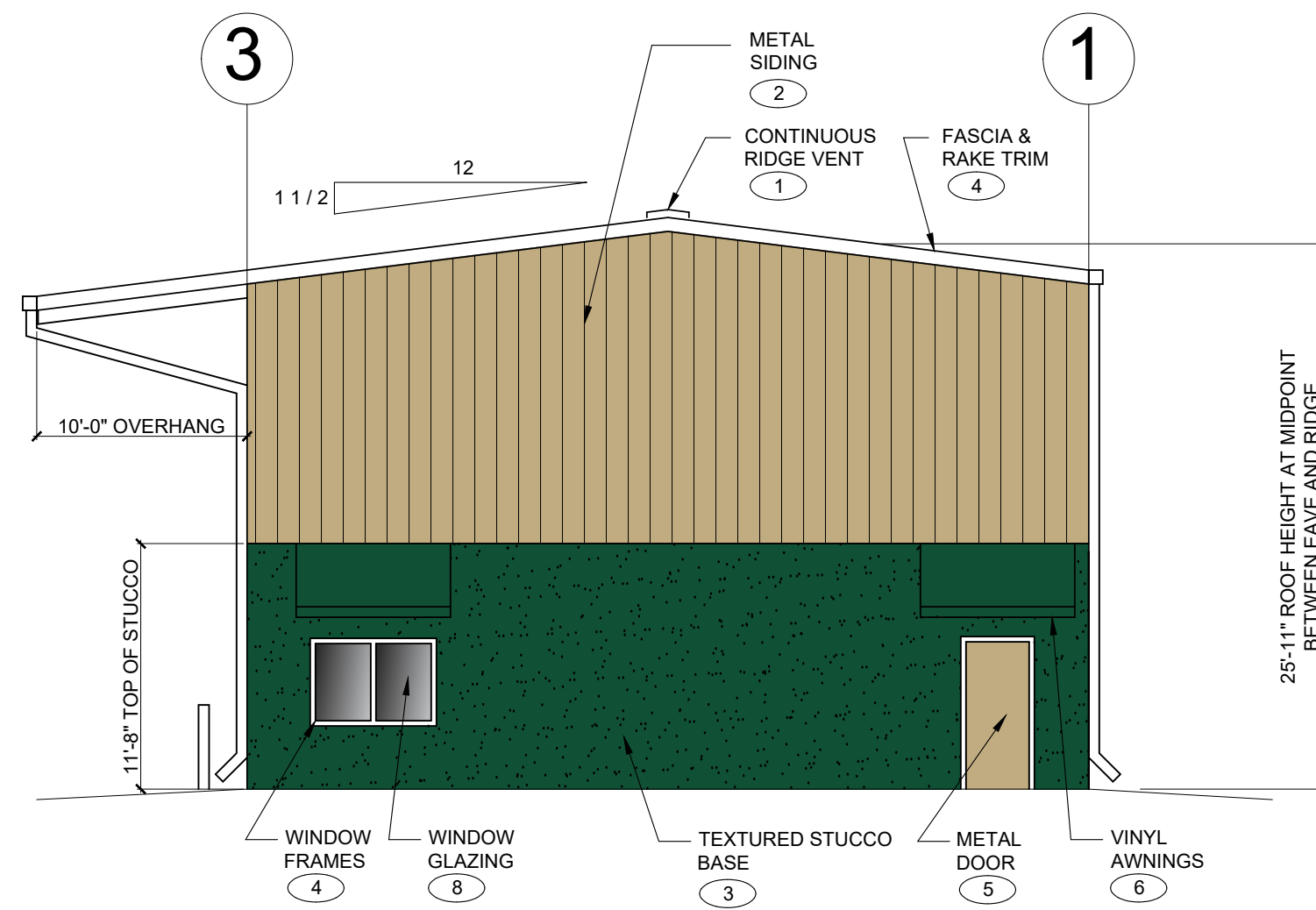
1 SHOP BUILDING SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 SHOP BUILDING NORTH ELEVATION
SCALE: 1/8" = 1'-0"



3 SHOP BUILDING WEST ELEVATION
SCALE: 1/8" = 1'-0"



4 SHOP BUILDING EAST ELEVATION
SCALE: 1/8" = 1'-0"

EXTERIOR COLOR & MATERIAL SCHEDULE			
MARK	BUILDING COMPONENT	MATERIAL	COLOR
1	ROOF	RIBBED METAL	SILVER (GALVALUME) HEX CODE #C0C0C0 RGB: 192, 192, 192 PANTONE: COOL GRAY 4C
2	WALLS ABOVE 11'-8"	RIBBED METAL	SADDLE TAN HEX CODE #C1AC82 RGB: 193, 172, 130 PANTONE: 45 25 C
3	WALLS BELOW 11'-8"	TEXTURED STUCCO	FOREST GREEN HEX CODE #105336 RGB: 16, 83, 54 PANTONE: 34 35 C
4	FASCIA RAKE TRIM GUTTERS DOWNSPOUTS WINDOW FRAMES DOOR FRAMES	METAL	WHITE HEX CODE #FFFFFF RGB: 255, 255, 255 PANTONE: WHITE
5	EXTERIOR DOORS COILING DOORS	METAL	SADDLE TAN HEX CODE #C1AC82 RGB: 193, 172, 130 PANTONE: 45 25 C
6	AWNINGS	VINYL	FOREST GREEN HEX CODE #105336 RGB: 16, 83, 54 PANTONE: 34 35 C
7	EXPOSED STRUCTURE	METAL	PRIMER GREY HEX CODE #A0A0A0 RGB: 160, 160, 160 PANTONE: COOL GRAY 7C
8	WINDOW GLAZING	GLASS	GREY TINT (EXACT COLOR T.B.D. BASED ON MANUFACTURER'S STANDARD TINTING)

CMK
Design Studio

CMK Design Studio, Inc.
Planning & Design of the Built Environment

6822 22nd Ave. N. #148
St. Petersburg, Florida 33710
Ph: 813.362.6381

FL LIC. NO.: AA26002603
marcos@cmkdesignstudio.com



MARCOS IBARQUEN
AR 13117

Drawing Not Valid Unless Signed,
Sealed & Dated By Registered Professional

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO. REVISIONS DATE

JOB NO.

1841

ISSUE DATE:

8/26/2019

DRAWN BY:

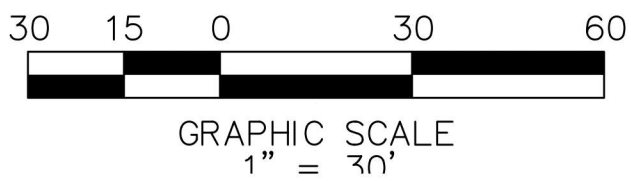
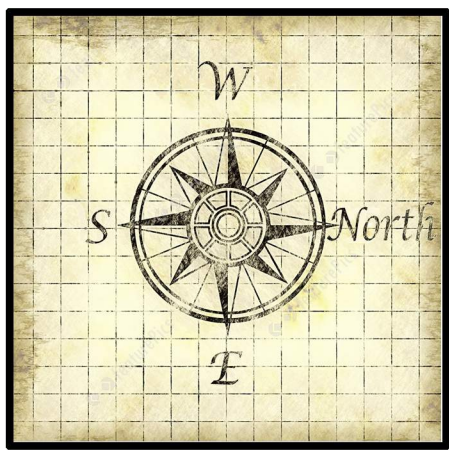
MI

SHEET TITLE
SHOP BUILDING
ELEVATIONS

SHEET NO.

A202

PERMIT SET



EXISTING TREES AND HEDGES TO REMAIN
via Aerial Drone Photo - May 2019



PLANT LEGEND

SYMBOL SPECIES SIZE QTY NATIVE DROUGHT CANOPY

TREES

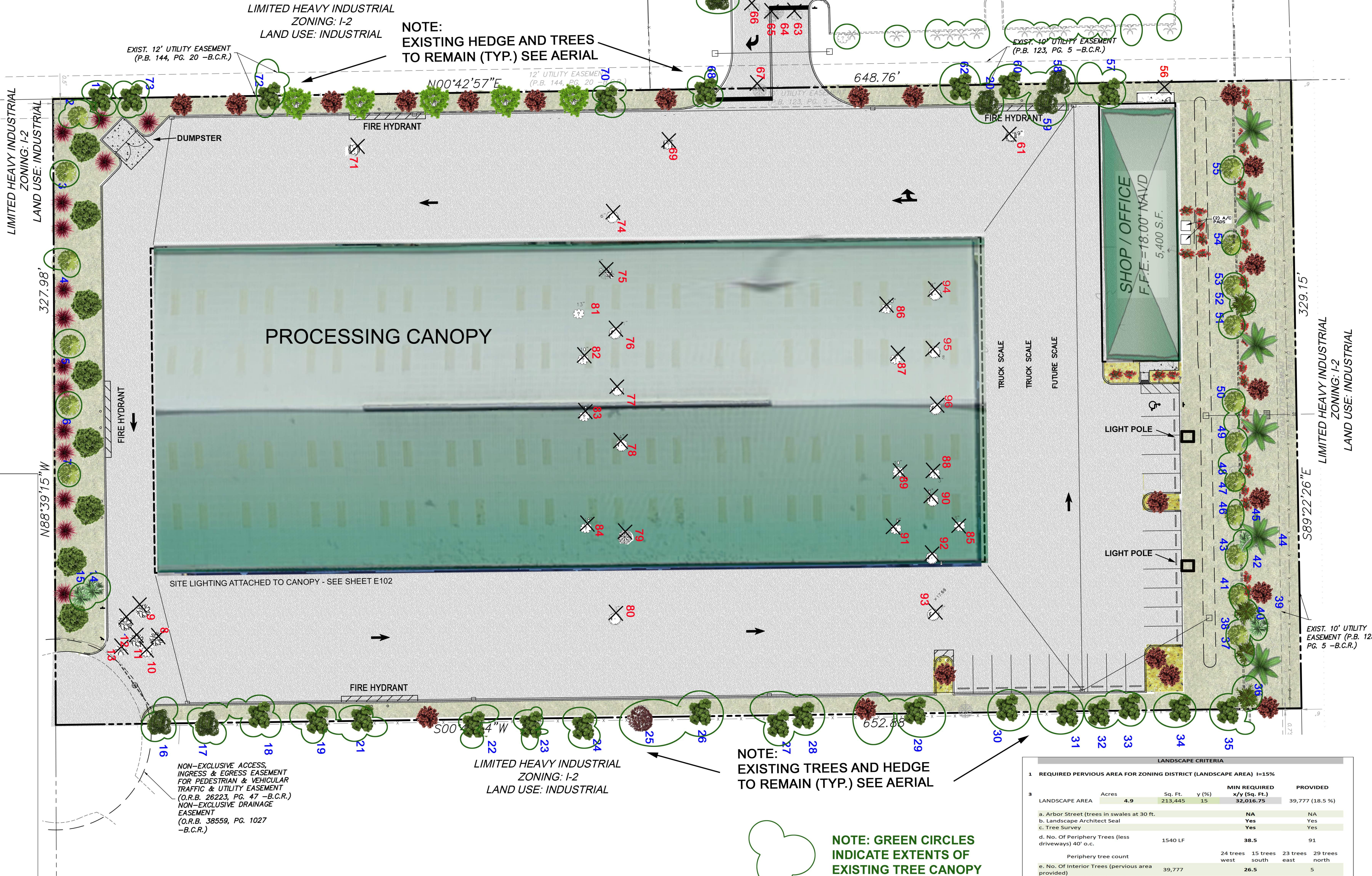
	Mahogany Tree (Swietenia mahagoni)	14-16 feet, 6 foot spread, with a 5 foot clear trunk	22	Yes	Yes	Category 1 300 sf
	Southern Magnolia (Magnolia grandiflora)	14-16 feet, 6 foot spread, with a 5 foot clear trunk	8	Yes	Yes	Category 1 300 sf
	Green Buttonwood (Conocarpus erectus)	14-16 feet, 6 foot spread, with a 5 foot clear trunk	5	Yes	Yes	Category 1 300 sf
	Cuban Royal Palm (Roystonea spp.)	12'H, 10' min. gray wood	5	Yes	Yes	Category 3 100 sf
	Existing Oak Tree (Quercus virginiana) REMAIN	See Sheet 2.1, Tree Survey and Mitigation	16	Yes	Yes	Category 1 300 sf
	Existing Mahogany Tree (Swietenia mahagoni) REMAIN	See Sheet 2.1, Tree Survey and Mitigation	1	Yes	Yes	Category 1 300 sf
	Existing Cypress Tree (Taxodium distichum) REMAIN	See Sheet 2.1, Tree Survey and Mitigation	5	Yes	Yes	Category 1 300 sf
	Existing Gumbo Limbo Tree (Bursera simaruba) REMAIN	See Sheet 2.1, Tree Survey and Mitigation	24	Yes	Yes	Category 1 300 sf
	Existing Sweet Bay Tree (Magnolia virginiana) REMAIN	See Sheet 2.1, Tree Survey and Mitigation	22	Yes	Yes	Category 1 300 sf
	Existing Sabal Palm (Sabal palmetto) TO REMAIN	See Sheet 2.1, Tree Survey and Mitigation	3	Yes	Yes	

SHRUBS

	Crinum Lily (Crinum spp.)	7 gal., 36"H min.	12	No	Yes	With pups to remain; do not remove
	Firebush (Hamelia patens)	36"H min. 24" spread min.	60	Yes	Yes	Spaced 36" O.C., fill in gaps throughout site

GROUND COVER

	Perennial Peanut (Arachis glabrata Benth.)	4" or 1 gal.	Field Verify	No	Yes	Spaced to cover
	Bahia grass (Paspalum notatum Flugge)	As Sod	Field Verify	No	Yes	

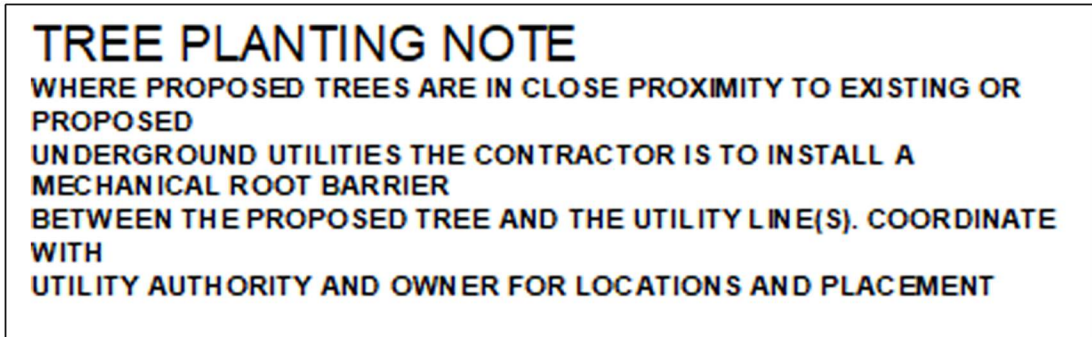


LANDSCAPE CRITERIA					
1. REQUIRED PERVIOUS AREA FOR ZONING DISTRICT (LANDSCAPE AREA) I=15%					
LANDSCAPE AREA	Acres	Sq. Ft.	y (%)	MIN REQUIRED x/y (Sq. Ft.)	PROVIDED
	4.9	213,445	15	32,016.75	39,777 (18.5 %)
a. Arbor Street (trees in swales at 30 ft.)					
				NA	NA
b. Landscape Architect Seal				Yes	Yes
c. Tree Survey				Yes	Yes
d. No. of Periphery Trees (less driveways) 40' o.c.				1540 LF	38.5
				24 trees west	15 trees south
e. No. of Interior Trees (previous area provided)				39,777	26.5
f. No. of Trees in Interior Parking (one interior island per every 10 spaces)				22	2
g. No. of Trees in Terminal Parking				3	3.0
h. Existing number of approved trees					57
i. Existing trees to be removed in caliper inches. Palms each.					39 tree
j. Tree Mitigation required, (Canopy & TOTAL TREES: (Palms at 3:1, see Note \$3200 Beautification Fund					15,288
No. of Shrubs or GC at 25% (Req'd				26.0	520
Flowering Shrubs				10% =	52
Flowering Trees 10' x 5' x 2.5" cal.				10% =	13
Palms Trees at 1:1, 6ft. GW, Sabals 8 ft.				20% =	25
Native Trees (Palms at 1:1)				50% =	64
Tree Size Relative to Building Height for Intersection Visibility (Corner) 2.5 - 6'				25'	12
Intersection Visibility (Interior)				30 ft.	na
R.O.W. Buffer				10 ft.	ok
Property Line Buffer				5 ft.	ok
3.3 Variety of Trees				wide	ok
3.4 Variety of shrubs					4
FPL approved variety, where FPL				6	6+
Islands: min. 10' wide x 18' long.				NA	ok
Exist. & prop. Utilities (98-80 q.3.)					ok

SITE DATA			
AREA (S.F.)	AREA (ACRES)	PERCENTAGE	
LANDSCAPE OPEN SPACE	34,777	0.01 AC.	16.8%
PAVED AREA	94,795	0.44 AC.	44.3%
BUILDING AREA	79,350	1.82 AC.	37.1%
TOTAL AREA	213,882	4.81 AC.	100.0%
FLOOR AREA RATIO	79,350	1.82 AC. + 4.91 AC.	0.37 (F.A.R.)

SETBACKS			
REQUIRED		PROVIDED	
NORTH (MAINT FRONT)	20'	60.79'	
SOUTH (FRONT)	20'	52.28'	
EAST (SIDE)	5'	76.98'	
WEST (SIDE)	5'	76.97'	

PERVIOUS CALCULATIONS			
AREA (S.F.)	AREA (ACRES)	PERCENTAGE	
PERVIOUS	34,777	0.01 AC.	16.8%
IMPERVIOUS	179,055	4.80 AC.	83.4%



installation. All landscaping shall be installed in a sound, workmanlike manner and according to accepted good planting procedures as prescribed by the American Society of Landscape Architects, with the quality of plant materials as heretofore described. All landscaping shall be completed to meet all the provisions herein, prior to the issuance of a certificate of occupancy. (1) Trees shall be protected from lawn equipment by provision of 24-inch beds at base; (2) All trees and shrubs will be planted in a planting soil consisting of a mixture of 50 percent mulch and 50 percent clean brown sand. Planting holes will be the same size of ball of the tree or shrub being planted. The burlap shall be removed from the top one-third of the ball of material; (3) All material shall be treated with fertilizer tablets immediately after planting; (4) All mulch must be pulled back a minimum of three inches from the tree to expose the root flare; (5) Three inches of mulch is required around all planting material; (6) Irrigation shall commence immediately upon installation and provision made for continued irrigation to reduce the probability of shock; (7) Guying and propping of trees shall be performed as follows: Palms shall be supported by props. The trunks shall be padded and two by fours banded with no nails in the trunk of the tree. Canopy trees shall be guyed with trunks and limbs to be protected from wire by hose. (8) All landscape materials are to be guaranteed for a minimum of one year with a copy of the guarantee to be submitted prior to the issuance of the certificate of occupancy. (9) The urban forester must be notified prior to installation as to time of the installation to verify compliance with this section and to inspect materials. (10) Tree staking, strapping and other such supports shall be removed within three months of installation. The prolonged use of tree supports may constitute tree abuse as stated in section 98-81.

anually. (1) Plant material. Plant material to be used in conformance with the provisions of these regulations shall conform to the standards for Florida Grade 0, 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, Tallahassee. (2) Artificial turf. No artificial turf, artificial grass, astro-turf or other imitation grass may be used in place of any required lawn or required landscape area. (3) Topsoil shall be clean and free of construction debris, weeds, rocks and noxious pests and disease. The topsoil for all planting areas shall be amended with horticulturally acceptable organic material. The minimum topsoil depth shall be six inches for groundcover areas, four inches for seeded grass areas and two inches for sodded grass areas. (4) All grass areas shall be sodded with a species of grass that will survive as a permanent lawn in Broward County (Zone 10) provided with appropriate and adequate watering and fertilization. Sod provided must be true to type, viable, reasonably free of weeds, insects and disease, and capable of rapid growth and development. Sod shall be aligned with tightly fitted joints and no overlap of butts or sides. Sod pieces shall have adequate soil backing for continuous root growth and irrigation retention. Subgrade of lawn areas shall be reasonably free of all stones, sticks, rocks, roots and other matter prior to the placement of sod. The subgrade must be covered with a suitable soil composite that permits viable sod growth. Excessively large turf areas, such as play fields, may be grassed by other methods with approval by the landscape architect for the city.

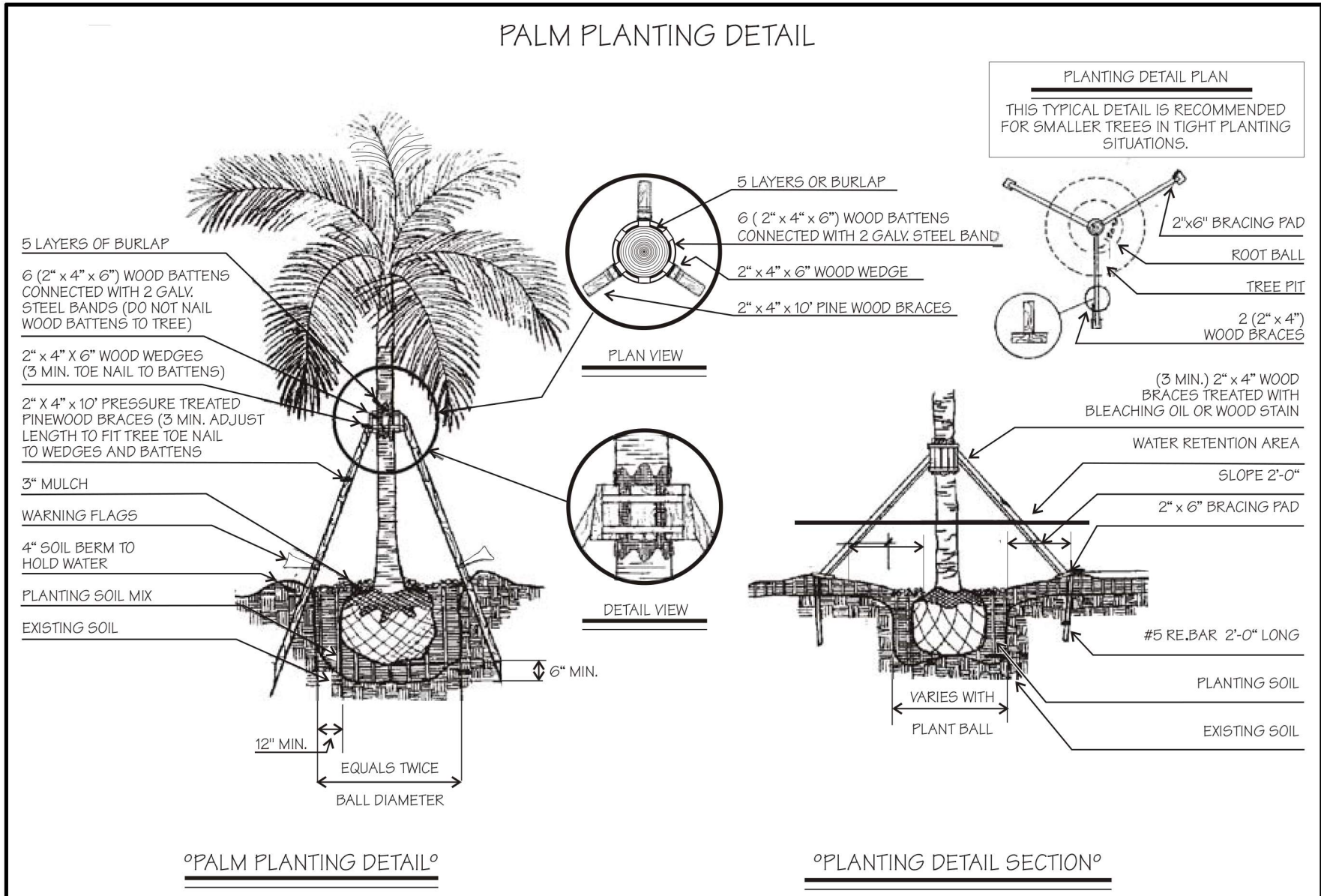
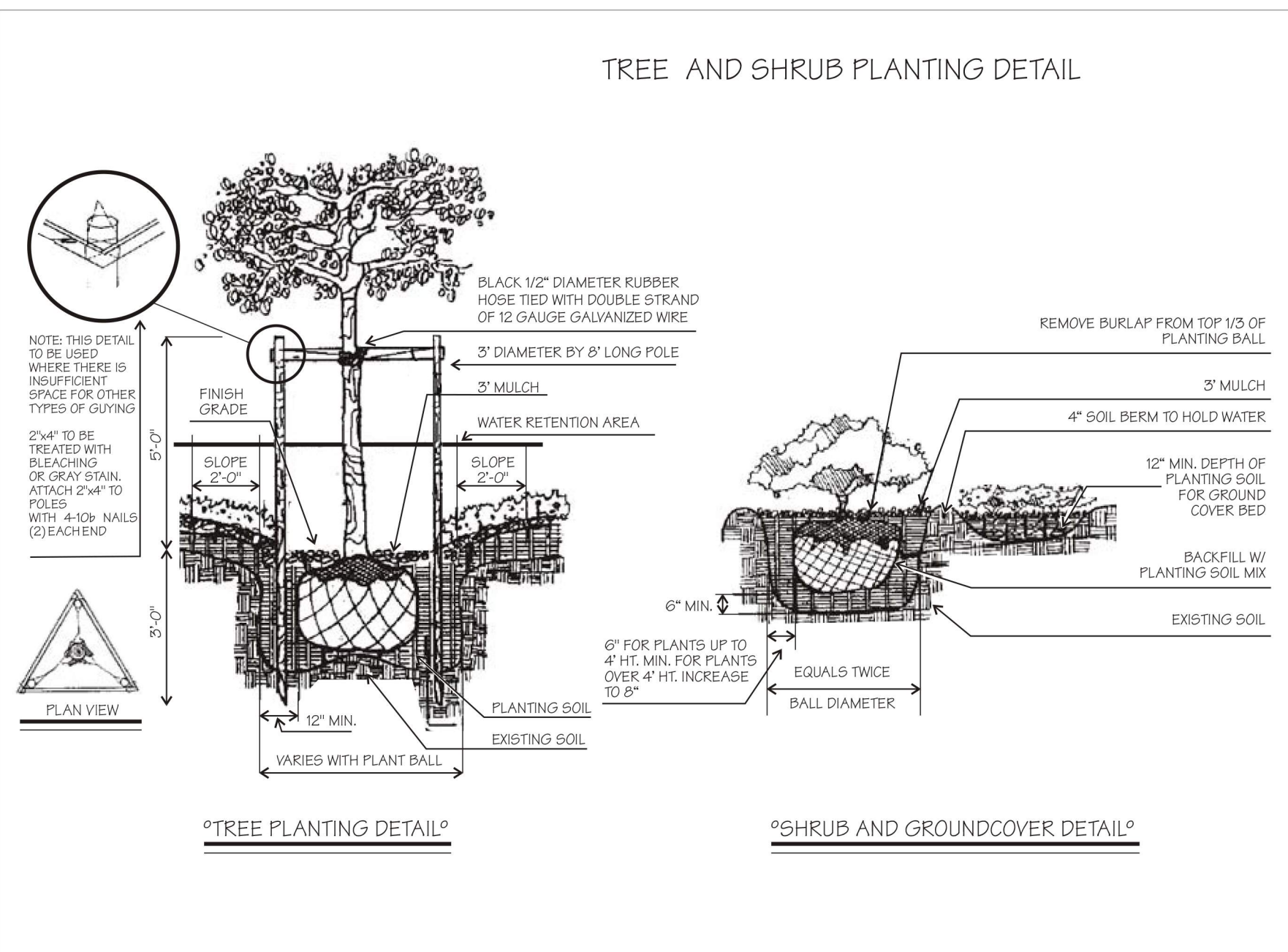
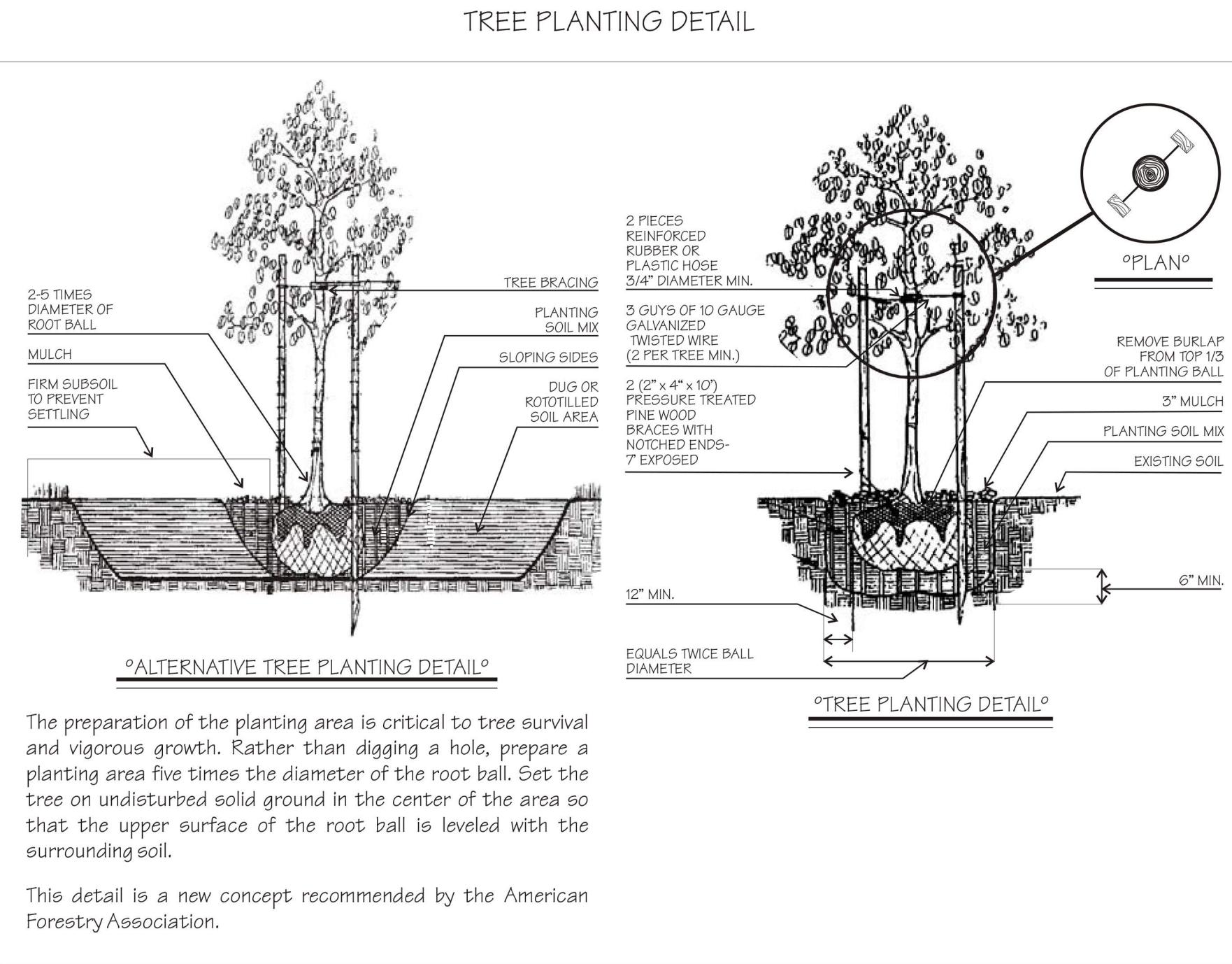
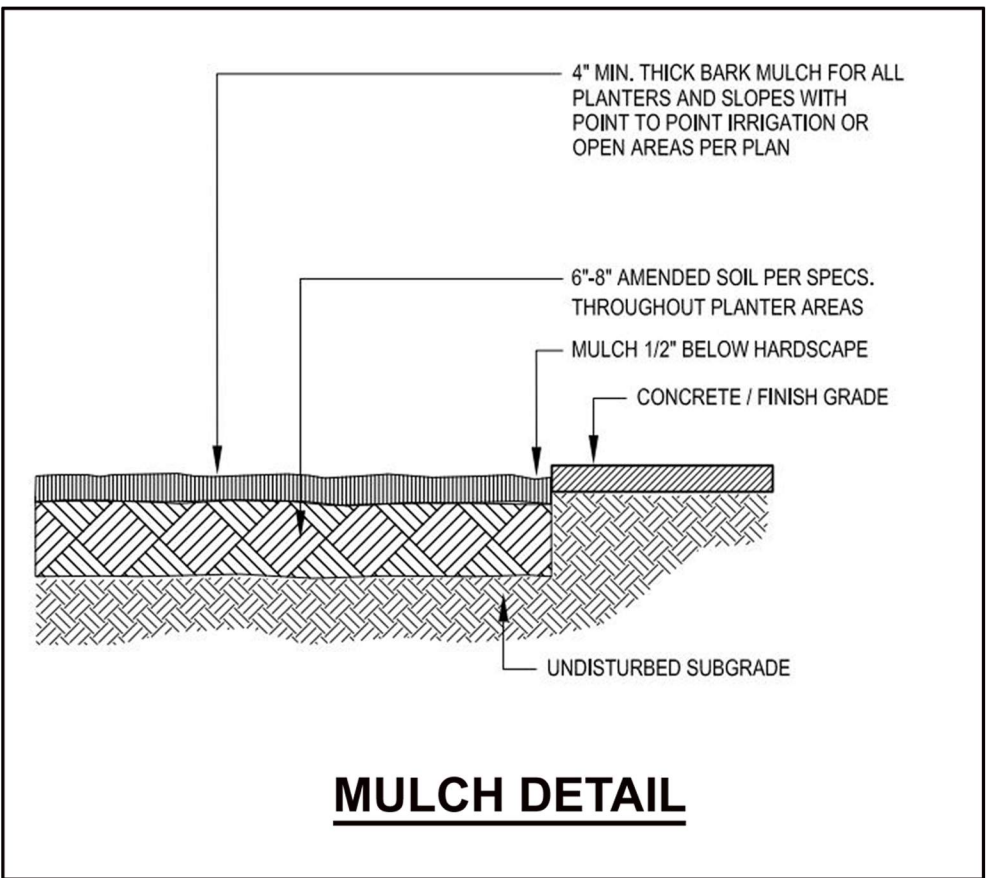
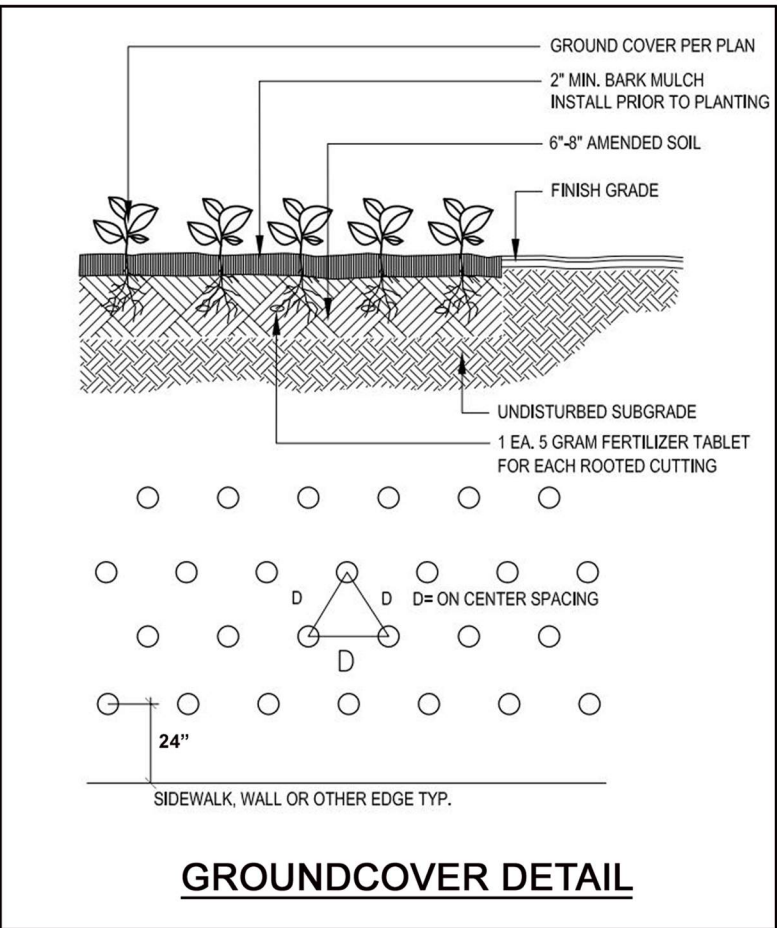
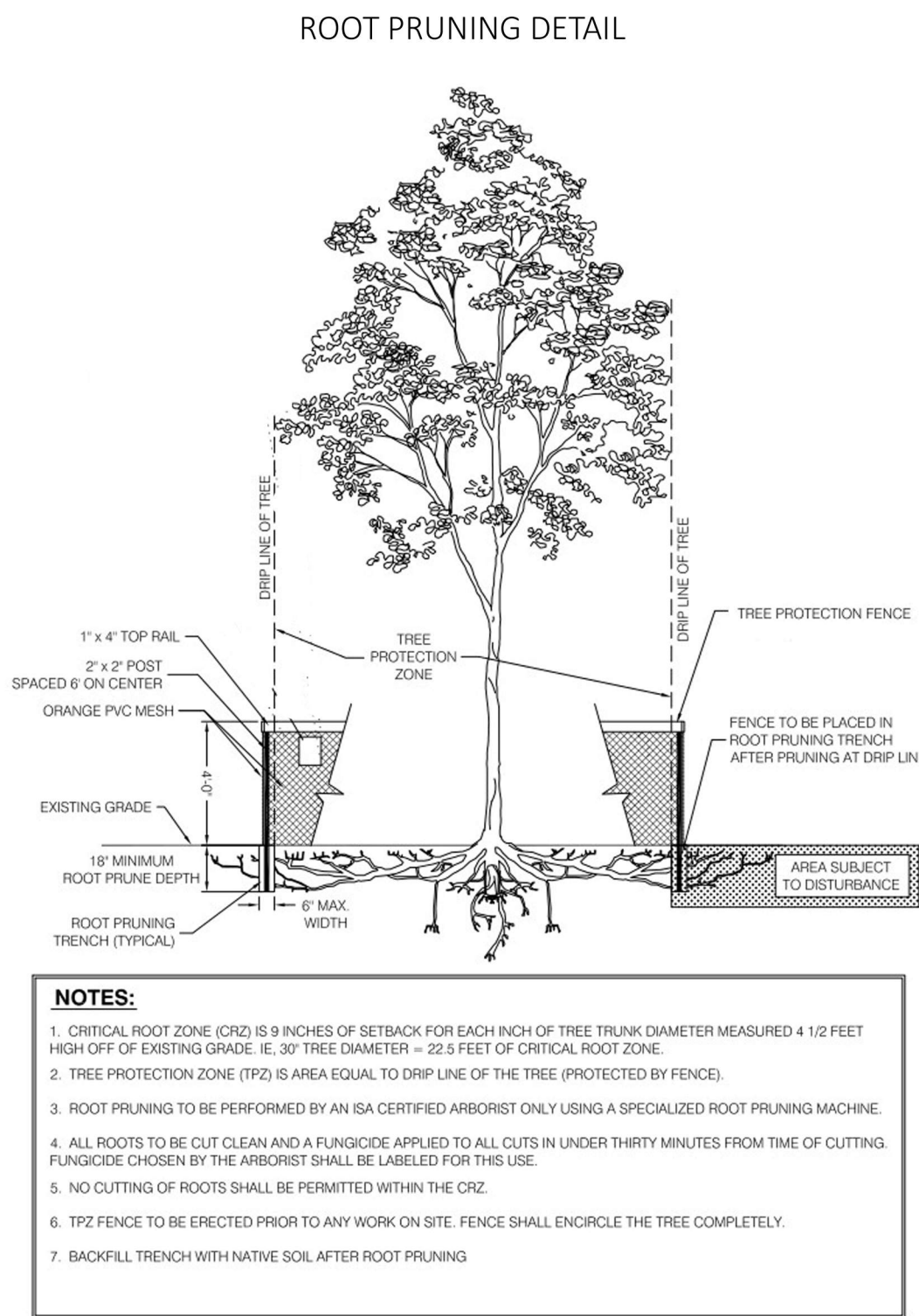
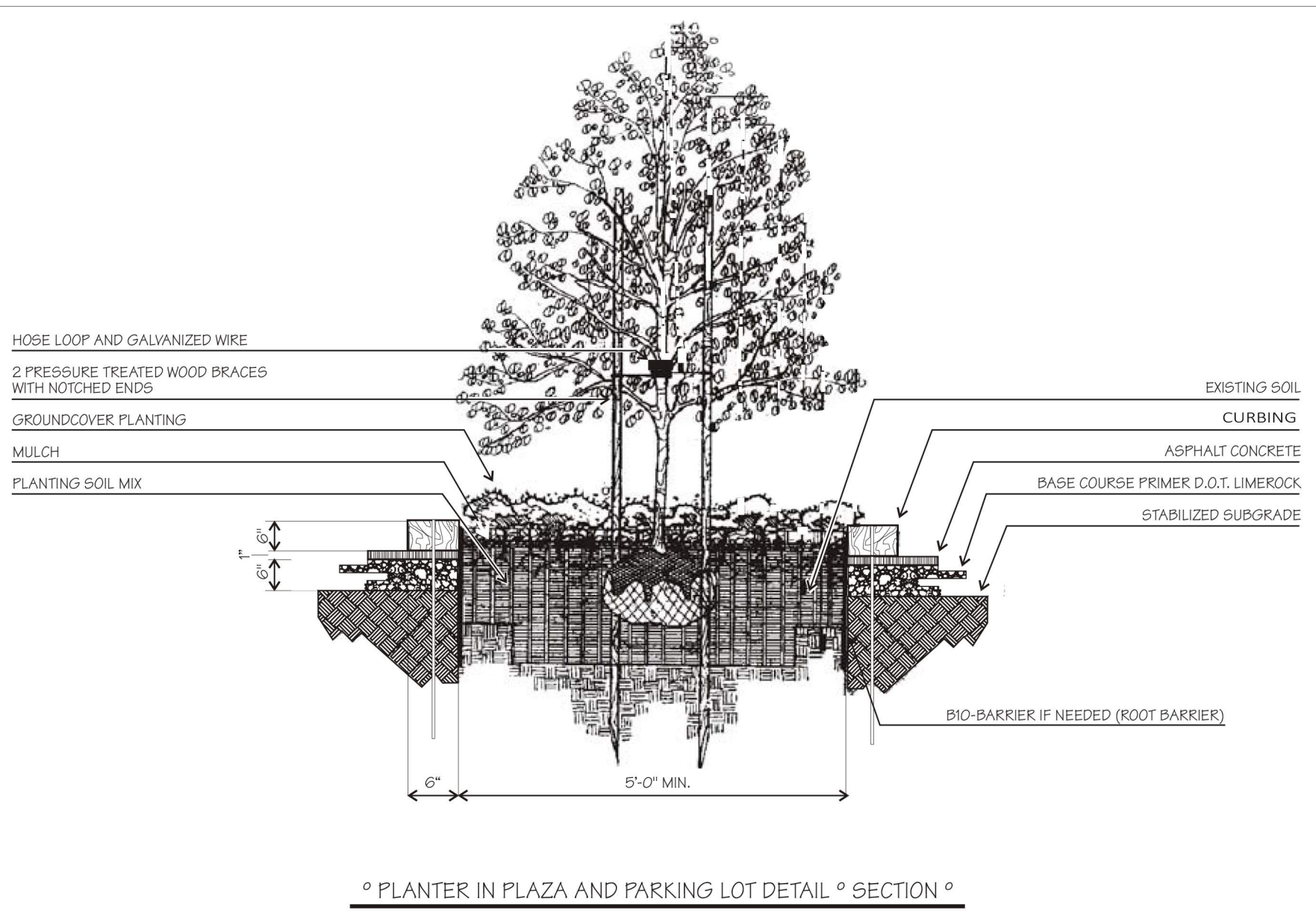
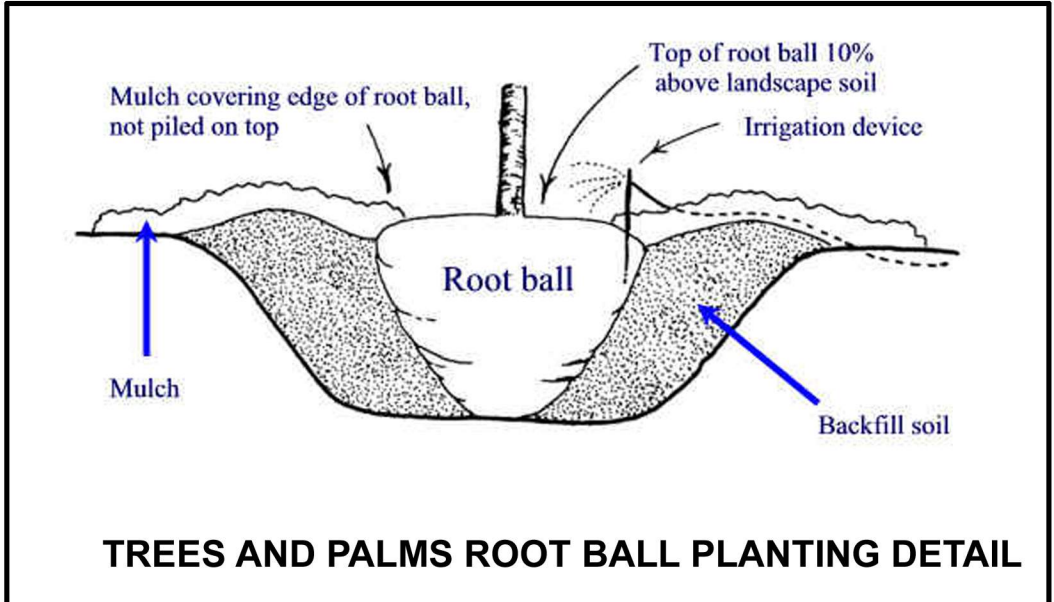
Installation standards

All landscape in all districts shall be installed according to sound nursery practices in a manner designed to encourage vigorous growth. All required landscape material shall be healthy and in place prior to and at the time of issuance of the final certificate of occupancy.

1. All trees, palms, shrubs and ground cover shall require the planting of soil around the rootball (not underneath) at a minimum of two times the size of the rootball. Also, the plant material is encourage (when possible) to be planted at a point higher than the crown of the road for natural drainage when possible.
2. Mulch. Three inches of shredded, organic, arsenic free mulch shall be installed around each tree planting for a minimum of eighteen inches beyond its trunk in all directions, including palms, and throughout all hedge, shrub and ground cover planting; mulch shall be pulled a minimum of six inches away from trees and palms. Mulch can not be "volcanoad" around trees. NOTE: Cypress much is prohibited to help reduce the destruction of the native Cypress trees for mulch. Mulch may not be placed in locations where it can be washed away to a local catch basin or drain.
3. All trees/palms shall be properly guyed and staked at the time of planting, including restaking in the event of blow overs or other failures of the staking and guying for one year from landscape final approval or establishment. All guying and staking shall be removed within one year of approval or establishment and if the tree cannot stand on its own, it shall be replaced. The use of nails, wire, rope, or any other method which damages the trees or palms is prohibited. The use of plastic or non-biodegradable staking material is prohibited except in certain site conditions.
4. All plants shall be installed so the top of the rootball is 10% above the surrounding soil grade. All synthetic string, synthetic burlap, cords or wire baskets shall be removed prior to planting.
5. All parking islands, medians and other landscape areas shall be installed with continuous Type "D" curbing to prevent damage to the planting material and the displacement of soil and mulch. Also, all landscape islands, divider medians and planters shall be excavated of lime rock and/or compacted soil to a depth of thirty inches and backfilled with specified planting mix to the top of the curb. Additionally, all areas along buildings shall be excavated to a depth of twelve inches and backfilled with specified planting mix.
6. A root barrier system, structural soil or Silva cells shall be installed in situations where a tree or palm is planted within five feet of a hard scape surface such as roadways and sidewalks.

7. Fertilizer Applications

- a. Any person who commercially applies fertilizer or exterior pest controls to any property within the City of Deerfield Beach must be certified to do so by the Florida Department of Agriculture and Consumer Services FDACS.
- b. All plantings shall be fertilized at the time of installation with an appropriate fertilizer consistent with site conditions or at such higher standard as may be determined by the Urban Forester.
- c. Fertilizer shall not be applied within two and one-half feet of any impervious area such as roadways and sidewalks.
- d. Fertilizer shall not be applied with ten feet of any sea wall, pond, stream, watercourse, lake, canal, storm drain or wetland.
- e. All properties are discouraged from using any fertilizer from the months of May to September of any year. All properties are discouraged from using any fertilizer at any time in which the soil is saturated.
- f. All plant rootball sizes shall conform or exceed the minimum standards in the current edition of Florida Grades and Standards.
- g. All landscape, including trees, palms, shrubs, vines and ground covers shall be guaranteed for one year after final landscape approval. A written warranty shall be submitted to the City prior to final landscape approval.
- h. All invasive and exotic pest plants shall be removed prior to final inspection.
- i. All landscape substitutions shall require Urban Forester approval prior to installation.



WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

[illegible]

JOB NO.
1841

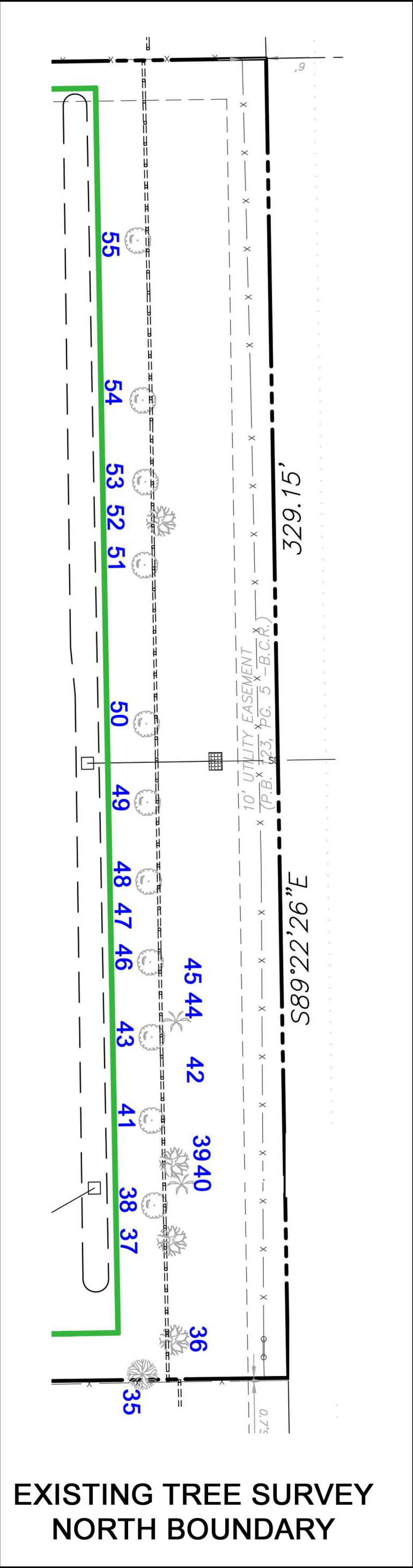
ISSUE DATE:
20 MAY 2019

DRAWN BY:

SHEET TITLE
**LANDSCAPE
DETAILS**

SHEET NO.
L1.2

Page 241 of 590

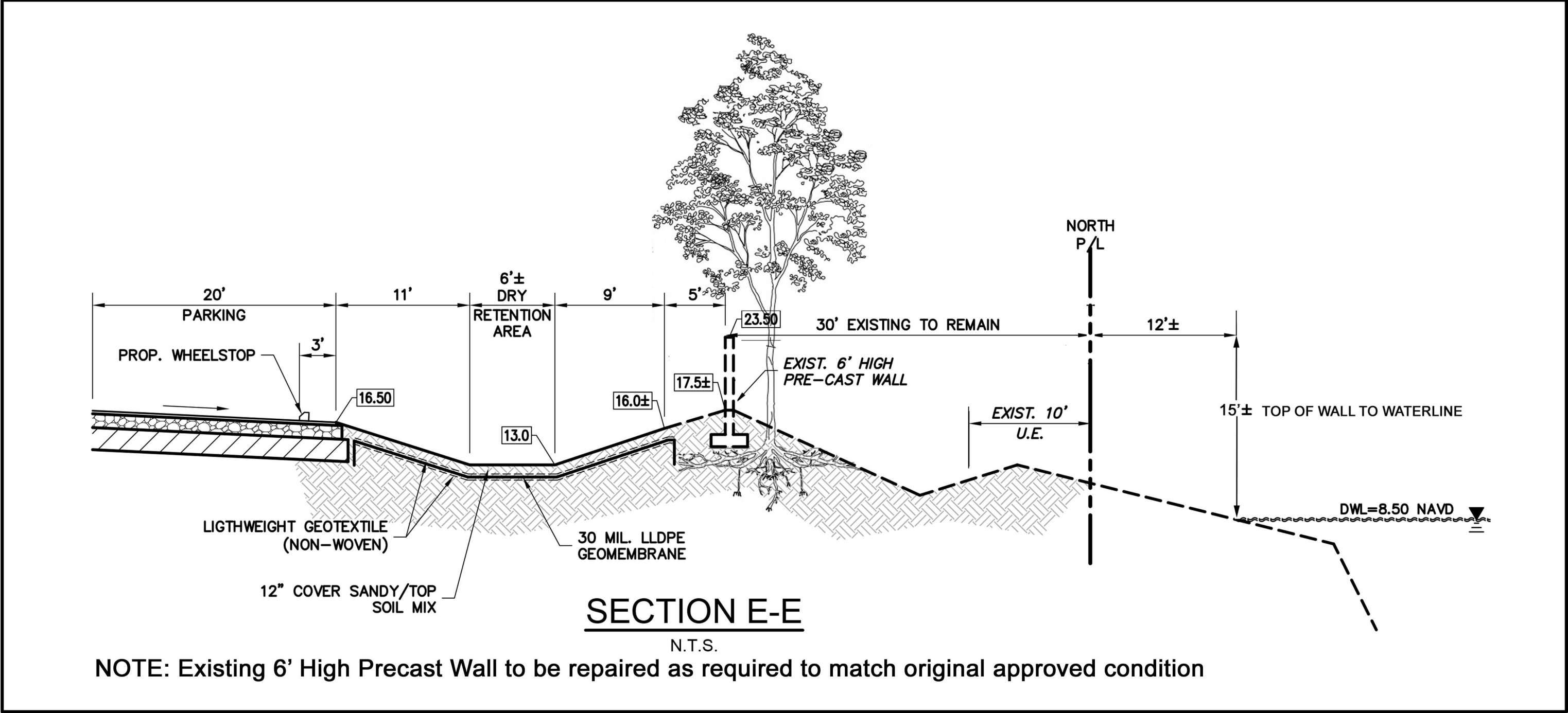


EXISTING TREE LEGEND			
NOTE: ALL TREES TO REMAIN ARE IN GOOD CONDITION			
NUMBER	SPECIES	DBH	
35	Gumbo Limbo	13	
36	Cypress	11	
37	Cypress	13	
38	Oak	10	
39	Cypress	10	
40	Royal Palm	4	
41	Oak	12	
42	Cypress	6	
43	Oak	12	
44	Royal Palm	4	
45	Cypress	4	
46	Oak	12	
47	Cypress	3	
48	Oak	12	
49	Oak	12	
50	Oak	9	
51	Oak	12	
52	Cypress	7	
53	Oak	10	
54	Oak	10	
55	Oak	8	

NOTE: THIS EXHIBIT SHOWS A TYPICAL EXAMPLE OF EXISTING TREES AND SHRUBS ALONG THE EXISTING 6' MASONRY WALL.

SECTION E-E SHOWS THE 12' VISIBILITY SCREENING REQUIREMENT IS BEING MET BY EXISTIG CONDITIONS, THEREBY NEGATING THE NEED TO REMOVE THE EXISTING WALL TO REPLACE WITH AN 8' WALL.

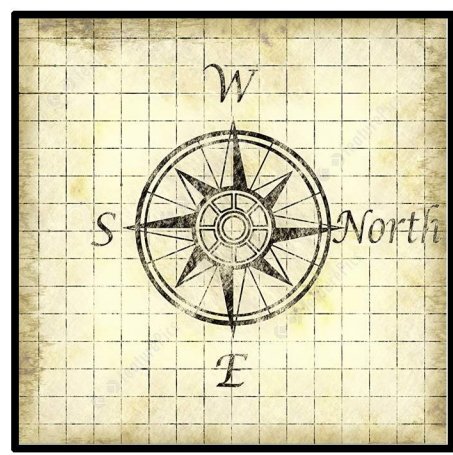
SEE EXISTING TREE LEGEND AND SURVEY FOR TREES THAT WOULD BE HARMED BY REPLACING THE WALL.



NOTE: Existing 6' High Precast Wall to be repaired as required to match original approved condition



EXISTING CONDITIONS - NORTH BOUNDARY



GRAPHIC SCALE
1" = 30'

EXISTING TREE LEGEND

NOTE: ALL TREES TO REMAIN ARE IN GOOD CONDITION

NUMBER	REMOVE	SPECIES	DBH	CANOPY DIAMETER	CANOPY AREA SF
1		Gumbo Limbo	14		
2		Oak	8		
3		Sweet Bay	5		
4		Oak	8		
5		Oak	8		
6		Oak	8		
7		Oak	8		
8	X	Cypress	4	10	78.5
9	X	Cypress	7	10	78.5
10	X	Sweet Bay	4	10	78.5
11	X	Cypress	6	15	177
12	X	Cypress	10	25	491
13	X	Sabal Palm	9		
14		Sabal Palm	10		
15		Sabal Palm	10		
16		Sweet Bay	10		
17		Sweet Bay	10		
18		Gumbo Limbo	5		
19		Gumbo Limbo	5		
20		Sweet Bay	10		
21		Gumbo Limbo	5		
22		Gumbo Limbo	5		
23		Gumbo Limbo	15		
24		Gumbo Limbo	15		
25		Mahogany	14		
26		Gumbo Limbo	12		
27		Gumbo Limbo	12		
28		Gumbo Limbo	10		
29		Gumbo Limbo	7		
30		Gumbo Limbo	6		
31		Gumbo Limbo	10		
32		Gumbo Limbo	5		
33		Gumbo Limbo	8		
34		Gumbo Limbo	11		
35		Gumbo Limbo	13		
36		Cypress	11		
37		Cypress	13		
38		Oak	10		
39		Cypress	10		
40		Royal Palm	4		
41		Oak	12		
42		Cypress	6		
43		Oak	12		
44		Royal Palm	4		
45		Cypress	4		
46		Oak	12		
47		Cypress	3		
48		Oak	12		
49		Oak	12		
50		Oak	9		
51		Oak	12		
52		Cypress	7		
53		Oak	10		
54		Oak	10		
55		Oak	8		
56	X	Gumbo Limbo	10	15	177
57		Gumbo Limbo	13		
58		Sweet Bay	12		
59		Sweet Bay	12		
60		Gumbo Limbo	16		
61	X	Sweet Bay	9	10	78.5
62		Gumbo Limbo	9		
63	X	Sweet Bay	6	10	78.5
64	X	Gumbo Limbo	6	10	78.5
65	X	Cypress	10	10	78.5
66	X	Sweet Bay	5	10	78.5
67	X	Gumbo Limbo	12	15	177
68		Gumbo Limbo	12		
69	X	Sweet Bay	10	10	78.5
70		Gumbo Limbo	16		
71	X	Sweet Bay	12	15	177
72		Gumbo Limbo	13		
73		Gumbo Limbo	12		
74	X	Oak	6	10	78.5
75	X	Gumbo Limbo	7	25	491
76	X	Oak	11	15	177
77	X	Oak	9	10	78.5
78	X	Oak	4	5	19.6
79	X	Gumbo Limbo	7	10	78.5
80	X	Oak	3	5	19.6
81	X	Sweet Bay	13	30	707
82	X	Sweet Bay	10	30	707
83	X	Sweet Bay	16	30	707
84	X	Sweet Bay	18	30	707
85	X	Sweet Bay	3	15	177
86	X	Sweet Bay	10	25	491
87	X	Sweet Bay	11	25	491
88	X	Sweet Bay	10	25	491
89	X	Sweet Bay	8	25	491
90	X	Oak	8	20	314
91	X	Sweet Bay	8	25	491
92	X	Oak	8	20	314
93	X	Oak	7	20	314
94	X	Oak	8	20	314
95	X	Oak	8	20	314
96	X	Oak	7	20	314

TOTAL SQUARE FEET REMOVED 10192.2

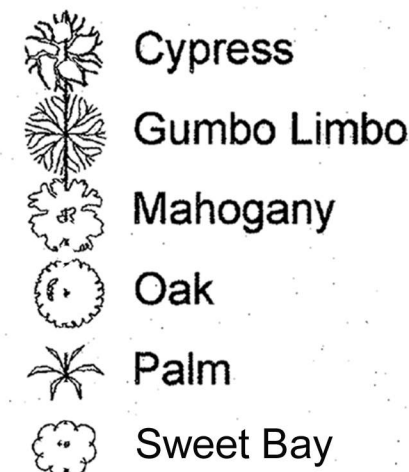
10192.2/300 X 1.5 = 51 CATEGORY 1 REPLACEMENT TREES REQUIRED

34 CATEGORY 1 REPLACEMENT TREES PROVIDED + 5 CUBAN ROYAL PALMS

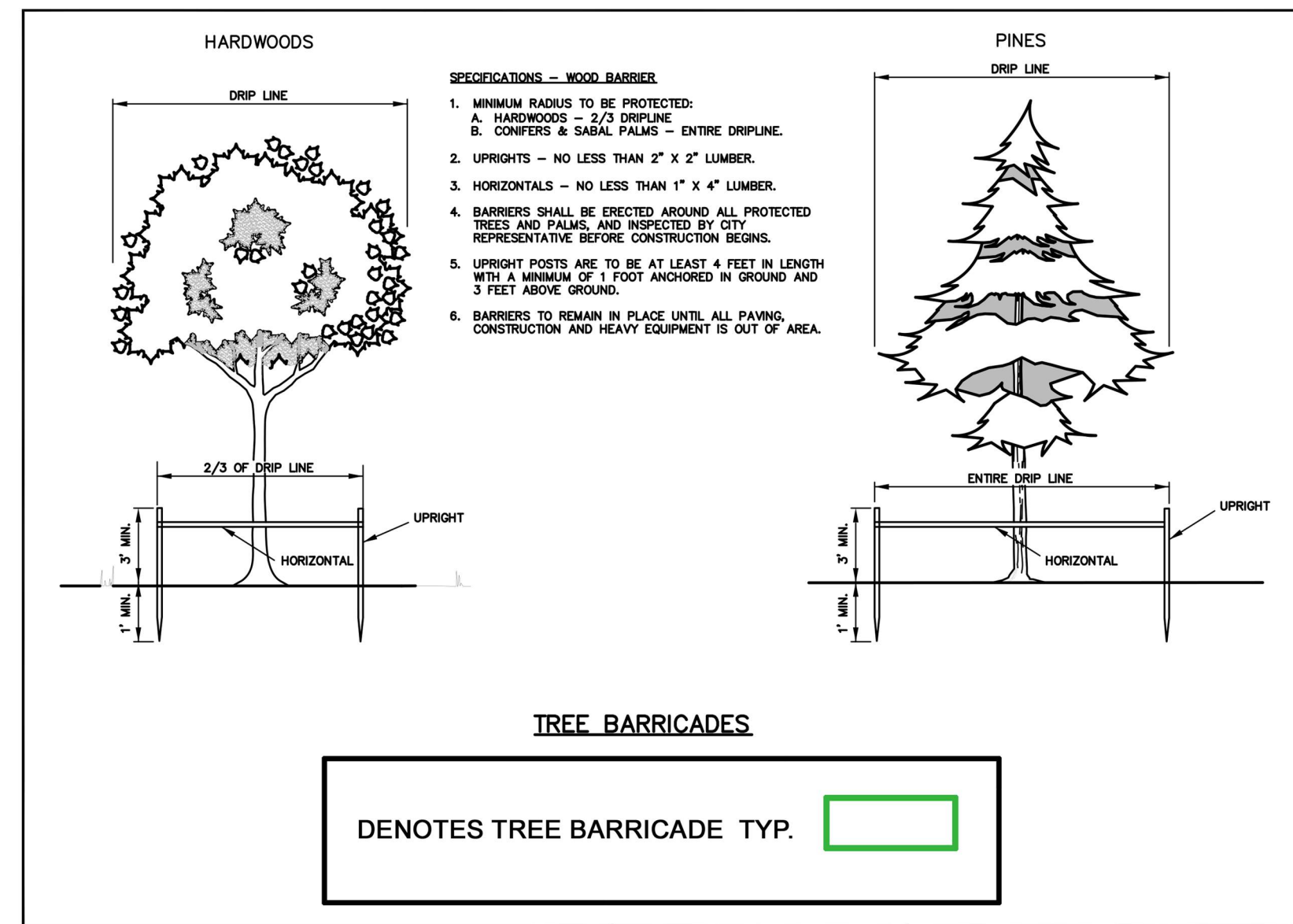
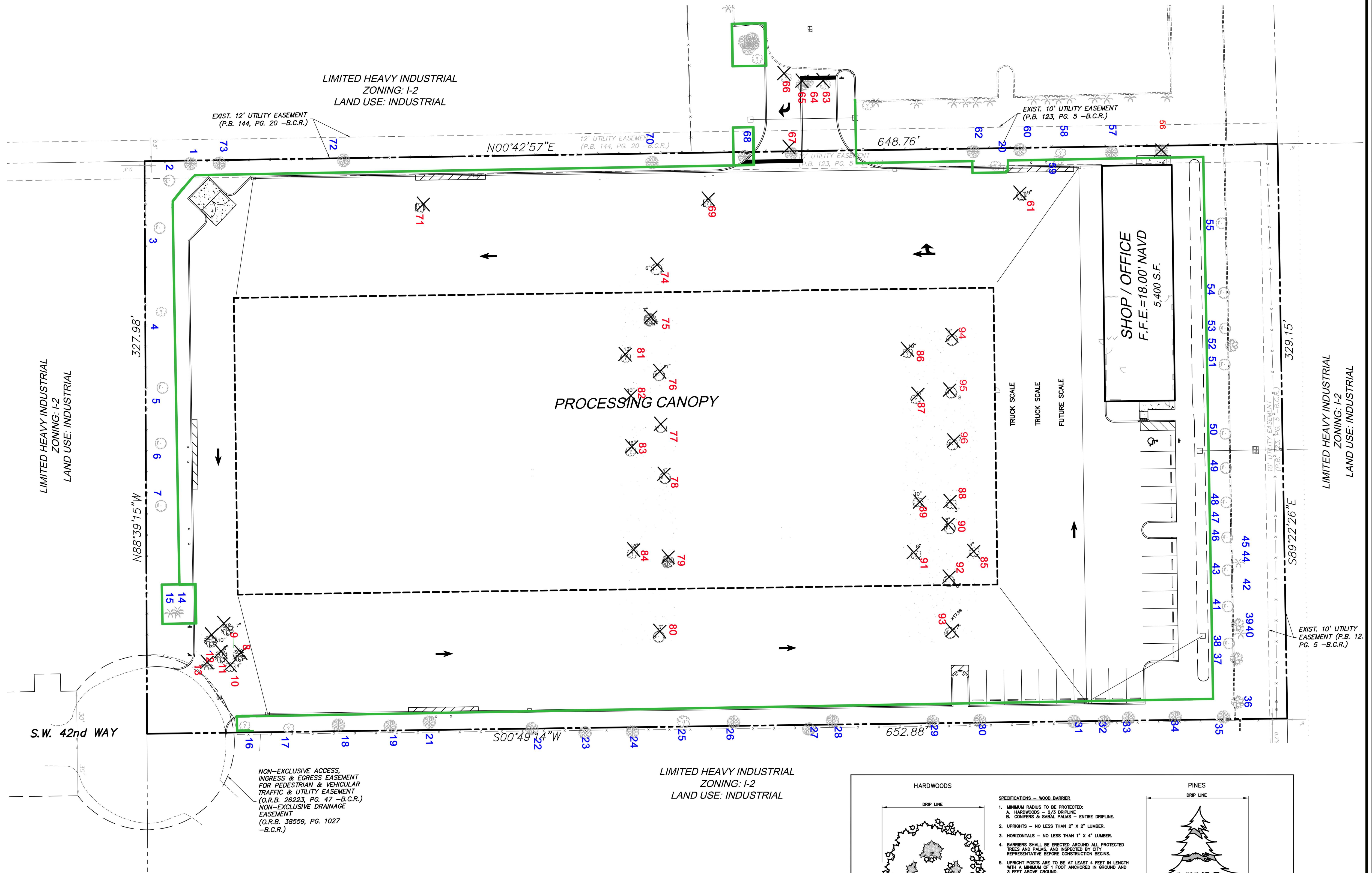
34 PROVIDED + 5 PALMS = 34X300+500=10700

15288-10700=4588 / 300 = 15.2 trees required for mitigation = 16x \$200 = \$3200

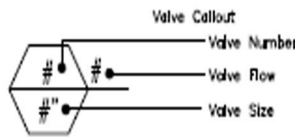
TREE LEGEND



NOTE: EXISTING TREES TO BE REMOVED CANNOT BE FULLY MITIGATED ONSITE.
THIS WILL REQUIRE THE EQUIVALENT OF 16 TREES TO BE PAID TO THE
BEAUTIFICATION TRUST FUND.
16 TREES @ 3" PER TREE X \$200 EACH = \$3,200



IRRIGATION SCHEDULE				
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	Hunter PPO-12 8' radius shrub spray, 12.0" Pop-Up, Co-molded niper seal with UV Resistant Material.	10	30	
	Hunter PPO-12 17' radius shrub spray, 12.0" Pop-Up, Co-molded niper seal with UV Resistant Material.	4	30	
	Hunter PPO-12 Adjustable Arc shrub spray, 12.0" Pop-Up, Co-molded niper seal with UV Resistant Material.	2	30	
	Hunter PCB Flood Bubbler, 1/2" FIPT.	41	30	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	6		
	Area to Receive Dripline Hunter HDL-09-12-0V HDL-09-12-0V/1 Hunter Dripline w/ 0.9 GPH emitters at 12" O.C. Check valve, dark bronze tubing w/ black striping. Dripline laterals spaced at 18" apart, with emitters offset for triangular pattern. Install with Hunter PLD barbed or PLD-LOC fittings.	1,193 LF.		
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI	DETAIL
	Hunter P6V-101A 1" Plastic Electric Remote Control Valve for Residential/Light Commercial Use. Female NPT Inlet/Outlet. Angle Configuration. With Flow Control.	5		
	Hunter PCC-600 Light Commercial 4 Residential Controller. 6-Station thread controller, 120 VAC, Outdoor model.	1		
	Hunter MR-CLK Rain Sensor. Install within 1000 ft. of controller, in line of sight. 22-28 VAC/VDC 100 mA power from line transformer. Mount as noted.	1		
	Amiad 1-5 Nylon Screen Amiad 1" Super Manual Plastic Filter, nylon screen, engineered-plastic material, maximum working pressure 145psi.	2		
	1/2 HP Centrifugal Pump with Lake Inlet	1		
	Irrigation Lateral Line: PVC Class 200 SDR 21	2,464 LF.		
	Irrigation Mainline: PVC Schedule 40	627.2 LF.		
	Irrigation Mainline: PVC Schedule 40 Suction Line from Lake	47.0 LF.		
	Pipe Sleeve: PVC Schedule 40	74.2 LF.		



CRITICAL ANALYSIS

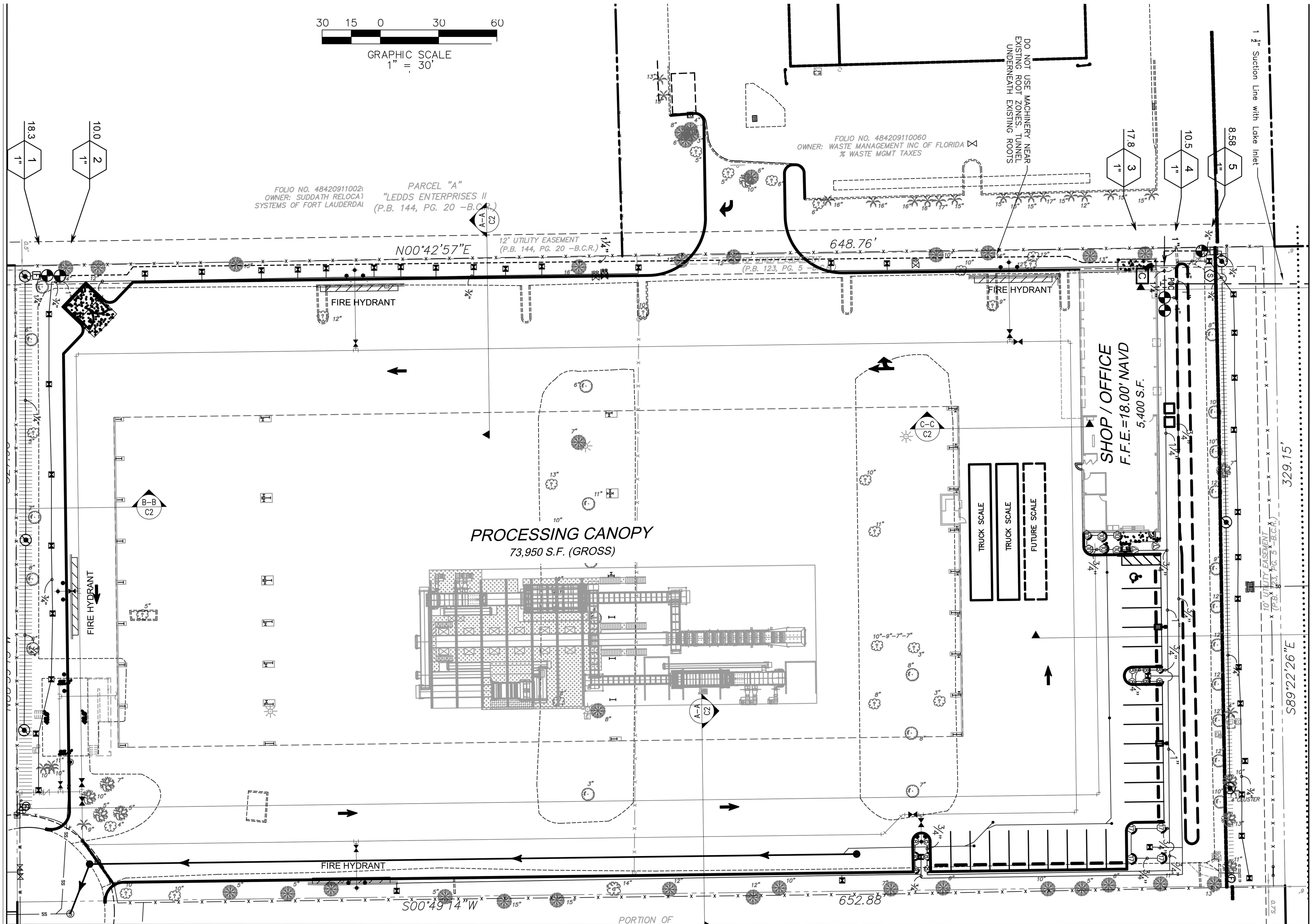
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P.O.C. NUMBER, 01	
Water Source Information:	Centrifugal Pump with Lake Inlet
FLOW AVAILABLE	
Custom Max Flow:	25.00 gpm
Flow Available:	25.00 gpm
PRESSURE AVAILABLE	
Static Pressure at P.O.C.:	45.00 psi
Pressure Available:	45.00 psi
DESIGN ANALYSIS	
Maximum Station Flow:	18.32 gpm
Flow Available at P.O.C.:	25.00 gpm
Residual Flow Available:	6.68 gpm
Pressure Req. at Critical Station:	35.33 psi
Loss for Fittings:	0.39 psi
Loss for Main Line:	3.81 psi
Loss for P.O.C. to Valve Elevation:	0.00 psi
Loss for Backflow:	0.00 psi
Critical Station Pressure at P.O.C.:	34.54 psi
Pressure Available:	45.00 psi
Residual Pressure Available:	5.41 psi

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ P.O.C.	PRECIP
1	Hunter P6V-101A	1"	Area for Dripline	18.32	547.6	24.60	31.82	0.46 in/h
2	Hunter P6V-101A	1"	Bubbler	10.00	541.1	35.33	34.54	1.70 in/h
3	Hunter P6V-101A	1"	Shrub Spray	11.80	36.6	34.64	35.26	1.13 in/h
4	Hunter P6V-101A	1"	Bubbler	10.50	24.3	35.61	35.84	1.70 in/h
5	Hunter P6V-101A	1"	Area for Dripline	6.56	43.1	24.45	25.03	0.46 in/h
Common Wire					124.2			

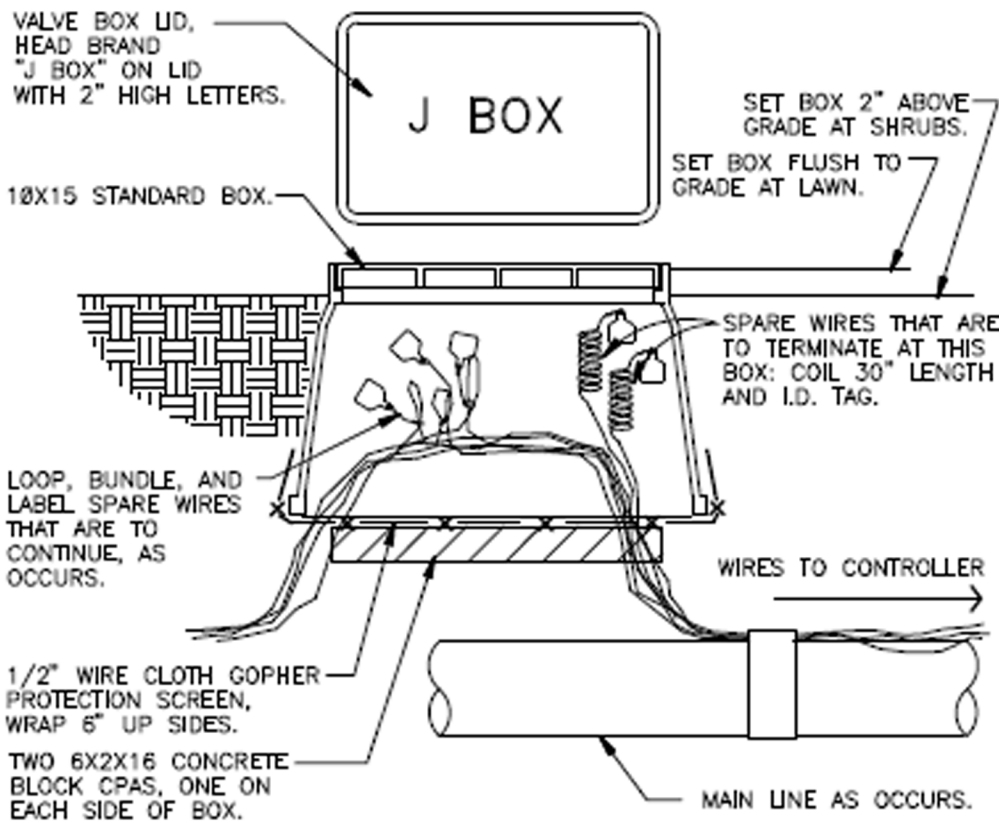
WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN/ WEEK	MIN/ WEEK	GAL/ WEEK	GAL/ DAY
1	Hunter P6V-101A	Area for Dripline	0.46 in/h	1	63	1154	
2	Hunter P6V-101A	Bubbler	1.70 in/h	1	36	360	
3	Hunter P6V-101A	Shrub Spray	1.13 in/h	1	53	625.7	
4	Hunter P6V-101A	Bubbler	1.70 in/h	1	36	378	
5	Hunter P6V-101A	Area for Dripline	0.46 in/h	1	63	540.6	
TOTALS:					251	3054	

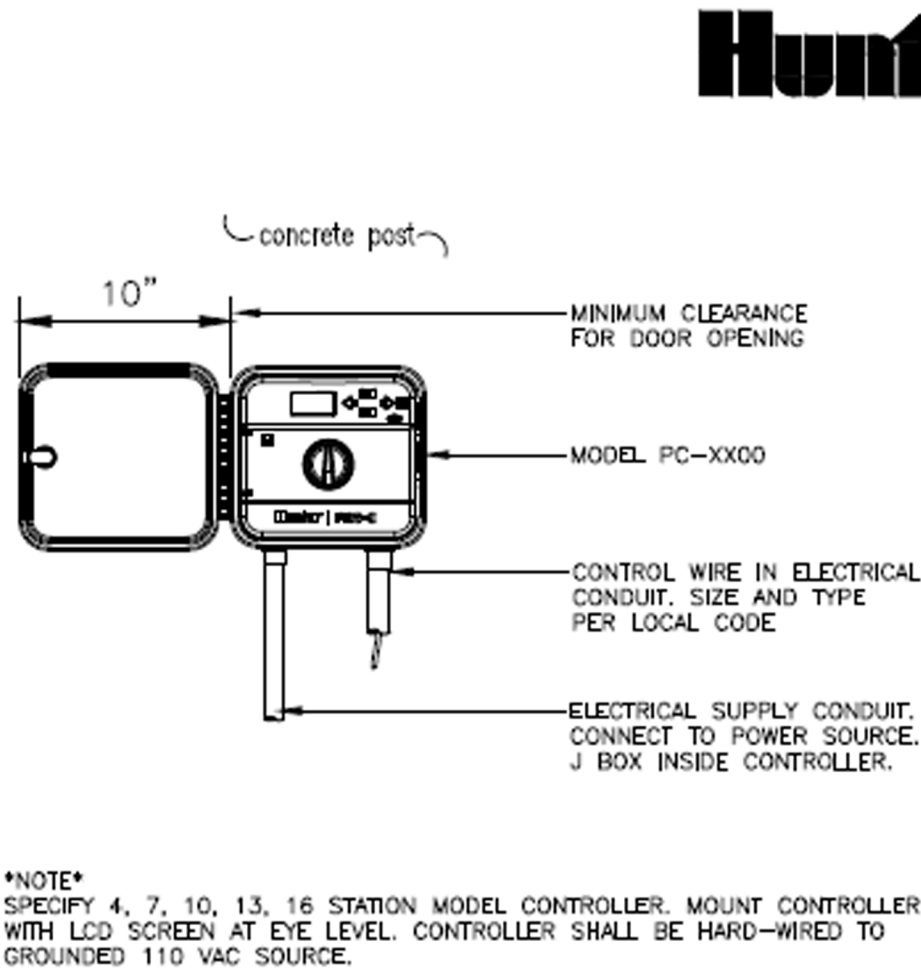


GENERAL NOTES:

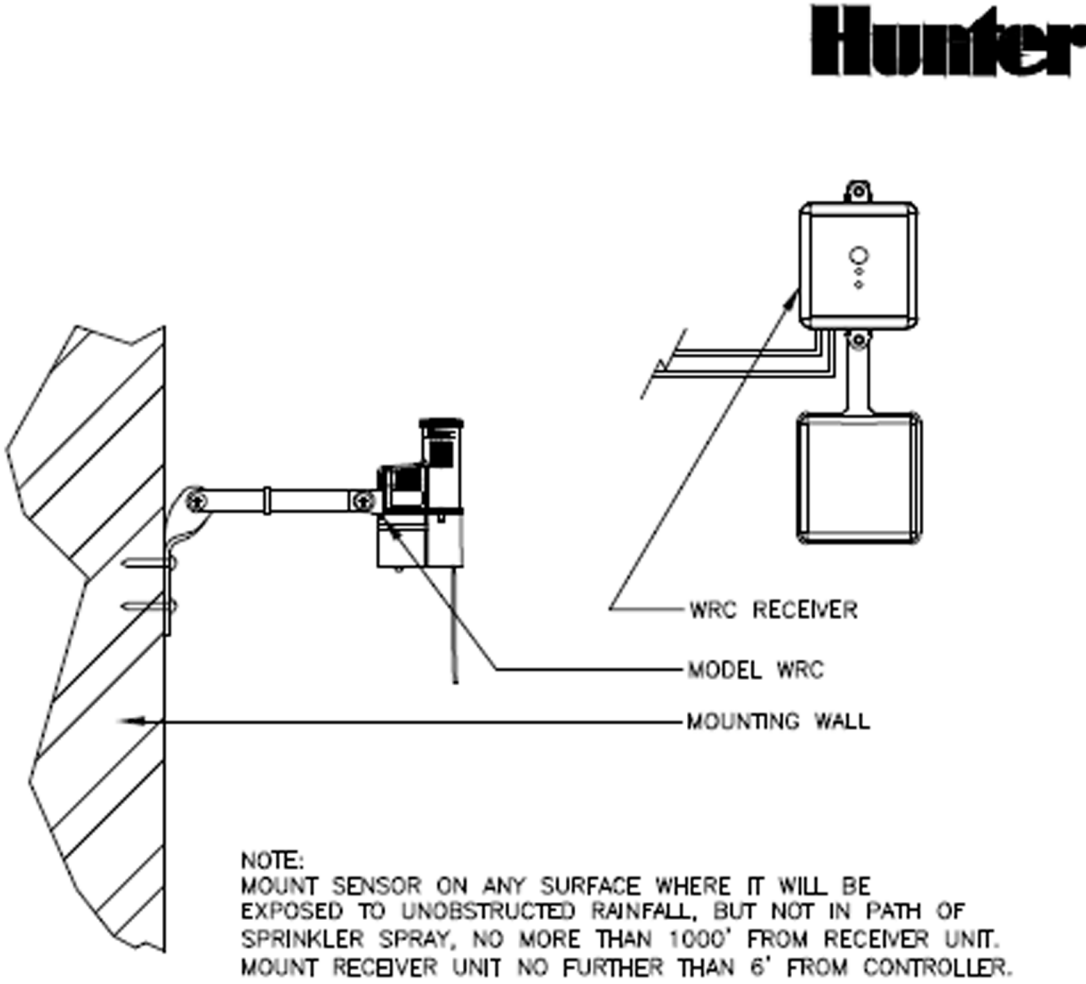
1. Irrigation system design requirements: 25 GPM @ a minimum of 45 PSI at the point of connection. The irrigation Contractor shall verify the available GPM and PSI prior to installation of the system.
2. Do not willfully install the irrigation as shown on the drawings when it is obvious in the field that conditions exist that might not have been considered in the design process. For example: obstructions, grade differences, water levels dimensional differences, etc. Refer to the landscape plan to avoid conflicts with proposed trees or shrubs.
3. Piping may sometimes be indicated as being located in unlikely areas: i.e., under buildings, outside property lines, under pavement, in lakes or ditches, etc. This is done for graphic clarity only. Whenever possible, piping is to be installed in open, green areas.
4. Pipe sizes shall conform to those on the drawing. Substituting with smaller pipe sizes will not be permitted.
5. If required the Irrigation Contractor shall provide the necessary Right of Way use permits.
6. Mainline to be installed with a minimum of 16" depth of cover, lateral lines are to be installed with a minimum of 12" depth of cover.
7. Unless otherwise indicated all sleeves are to be PVC Sch 40 and at least two (2) nominal sizes larger than the pipe to be sleeved.
8. Wherever practical, install valves in mulched beds and/or out of high traffic areas. all valves, flush valves and wire splices shall be installed in Carson valve boxes as follows: Remote control valves in 12" standard rectangular box, wire splices in 10" round valve box, flush valves in 6" round valve box and drip control zone kits in Jumbo valve boxes.
9. All 24 volt control wire to be UL listed 16 Gauge multi strand.
10. All wire connections to be King sealed wire Connectors.
11. All pop up sprinkler heads shall be installed level and flush to grade. Mount all sprays on 18" of flexible PVC.
12. Install all heads a minimum of 12" from any structures.
13. Location of all sprinkler heads shall be site adjusted to minimize water overthrow onto building surfaces and walkways. Use pressure regulators on all valves to prevent fogging.
14. The rain shut off device shall be installed to meet local codes and/or minimum manufacturer's recommendations.
15. The irrigation contractor shall prepare an AS-BUILT drawing on reproducible paper showing all main line piping, control wires and valves by showing exact measurements from hard surfaces.
16. The owner will supply power to the irrigation controller and irrigation pump.
17. Any other equipment required that is not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
18. Velocity not to exceed 5' per second.



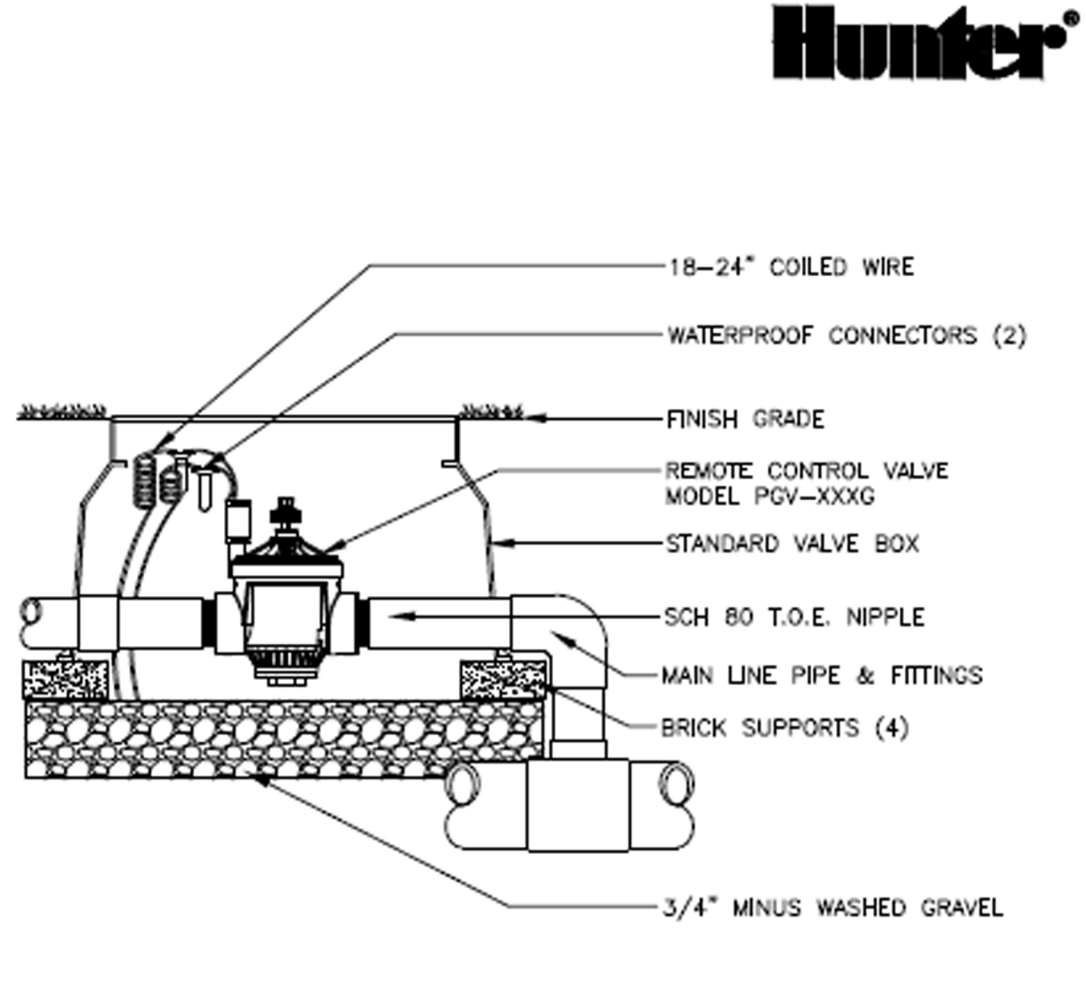
6 WIRE BUNDLE JUNCTION BOX
1 1/2" = 1'-0" FX-IR-FX-AUXEQ-16



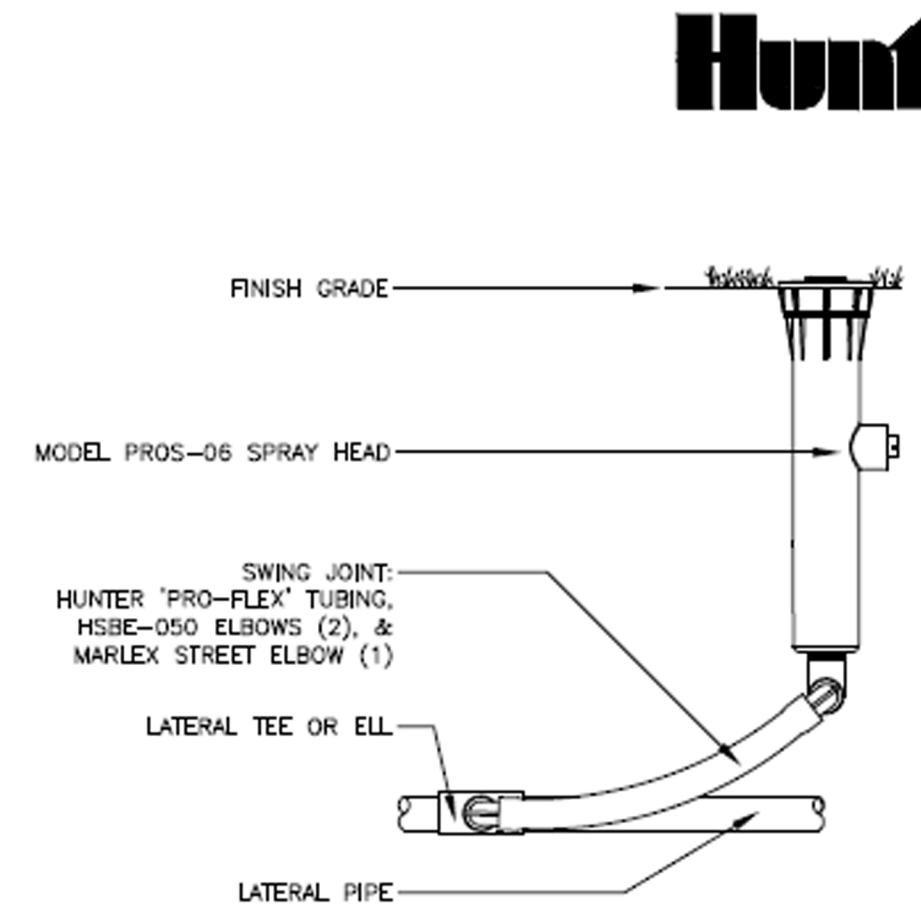
1 PRO-C CONTROLLER
1 1/2" = 1'-0" FX-IR-HUNT-CONT-25



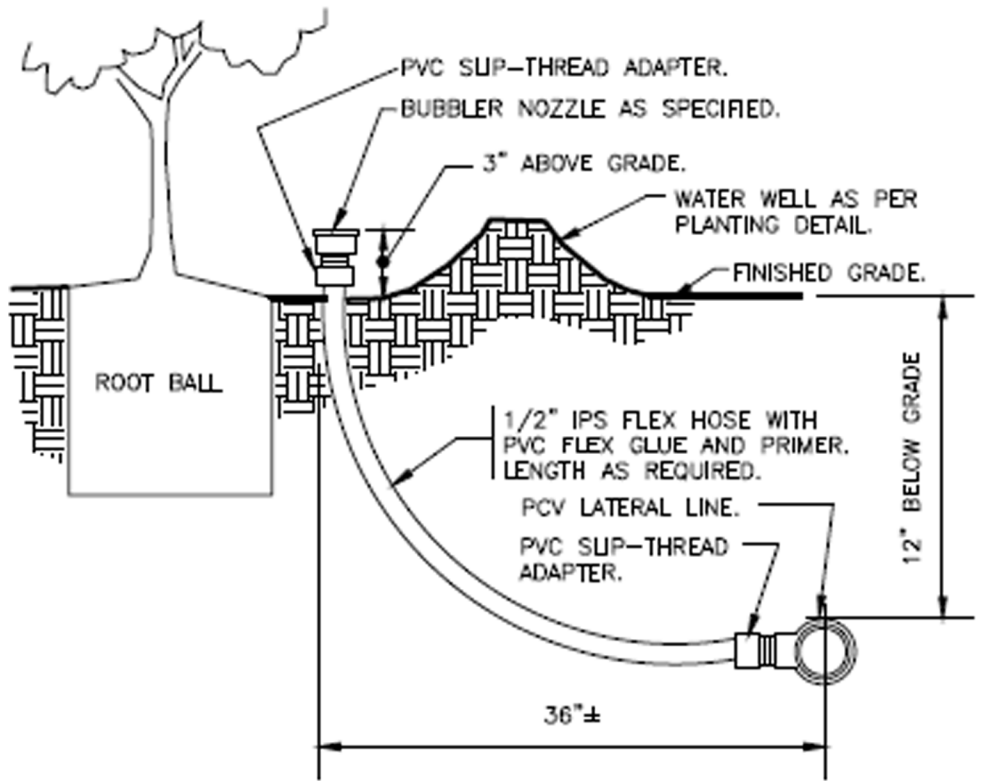
2 WIRELESS RAIN-CLIK
3" = 1'-0" FX-IR-HUNT-SENS-17



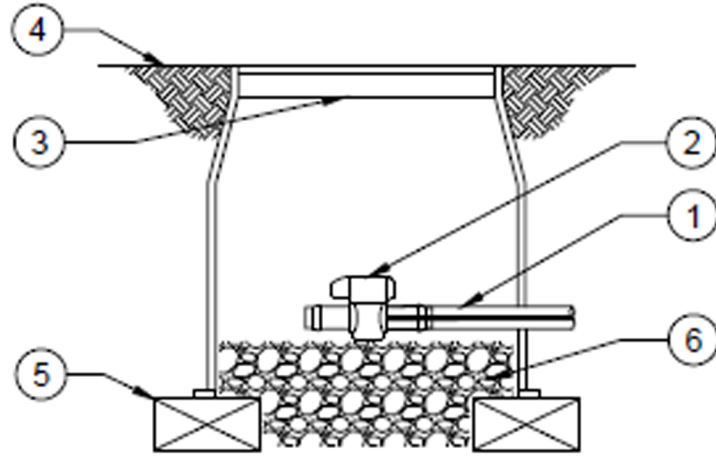
3 PGV GLOBE VALVE
1" = 1'-0" FX-IR-HUNT-VALV-11



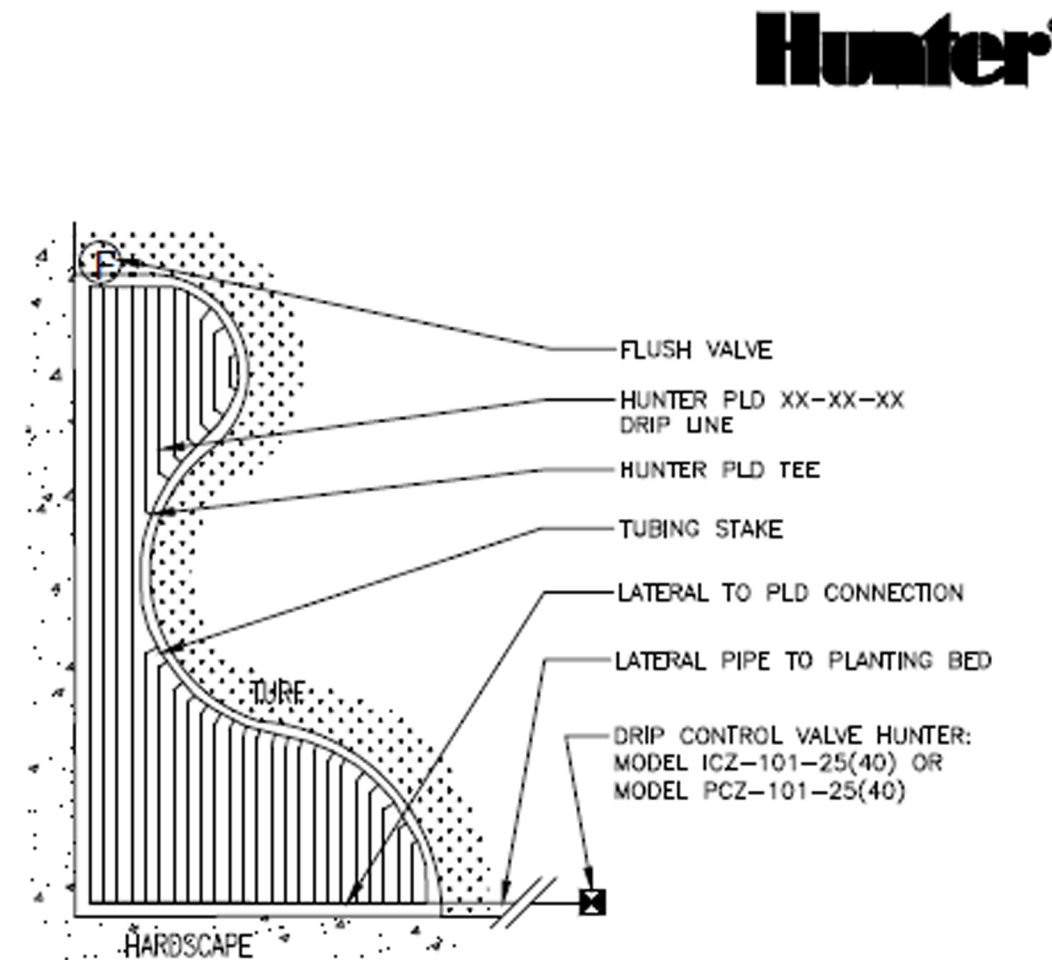
4 PROS-06 SPRAY HEAD WITH PRO-FLEX TUBING
3" = 1'-0" FX-IR-HUNT-SPRA-32



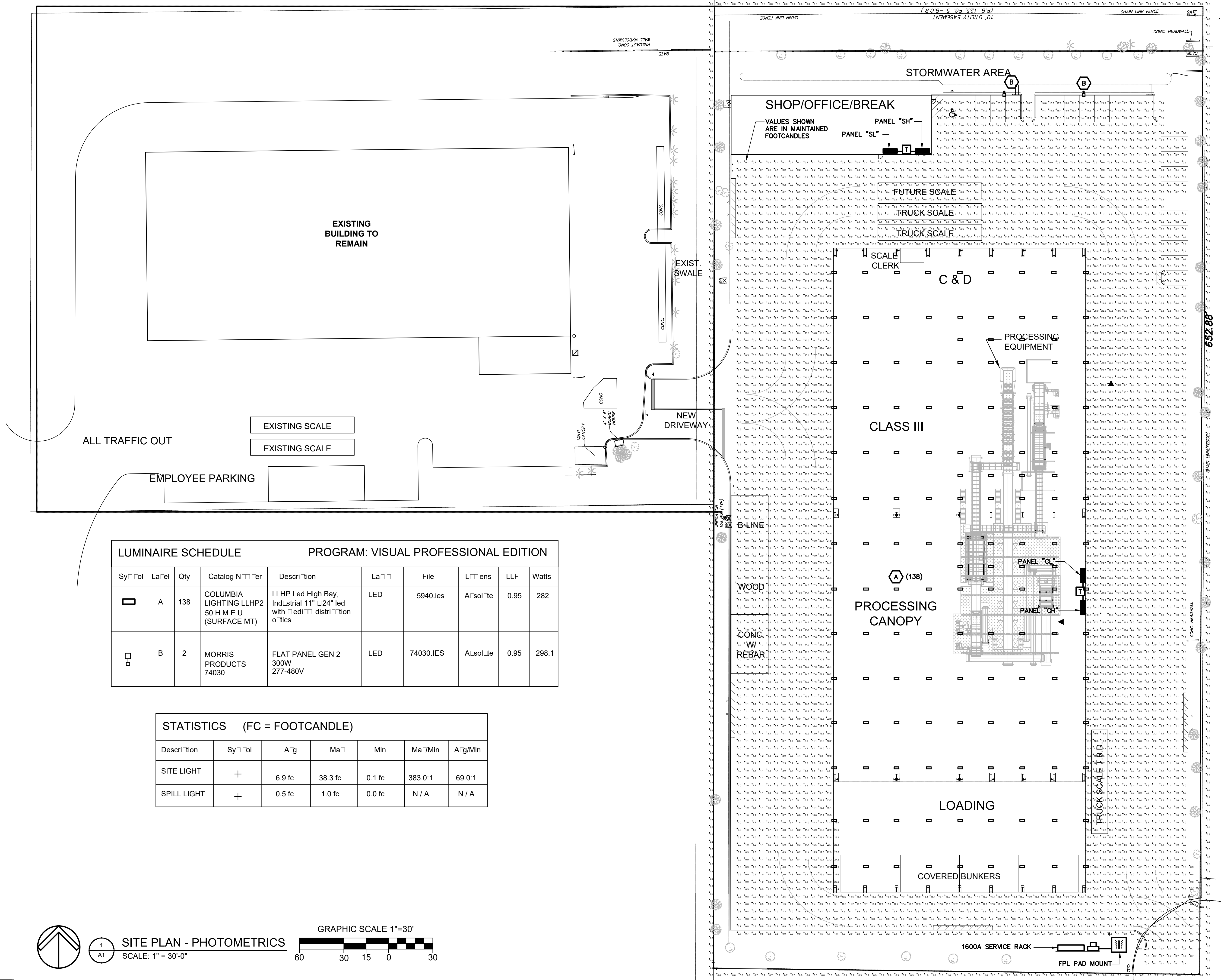
5 BUBBLER ON FLEX HOSE RISER
3" = 1'-0" 328403.53-01



7 17MM EZ-10 CV DRIPLINE FLUSH VALVE
NOT TO SCALE FX-IR-LPI-DREQ-03

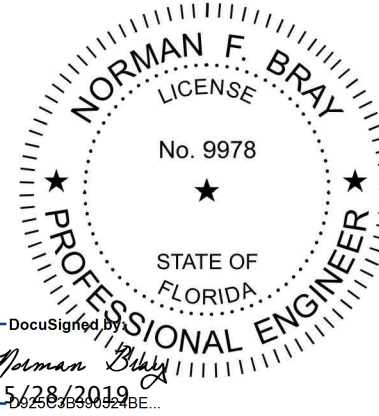


8 CURVELINAR PLANT BED
NOT TO SCALE FX-IR-HUNT-MICR-31



CMK Design Studio, Inc.
Planning & Design of the Built Environment
6822 22nd Ave. N. #148
St. Petersburg, Florida 33710
Ph: 813.362.6381

FL LIC. NO.: AA26002603
marcos@cmkdesignstudio.com



NORMAN F. BRAY
P.E. 9978
Drawing Not Valid Unless Signed,
Sealed & Dated by Registered Professional

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO.	REVISIONS	DATE

JOB NO.
1841

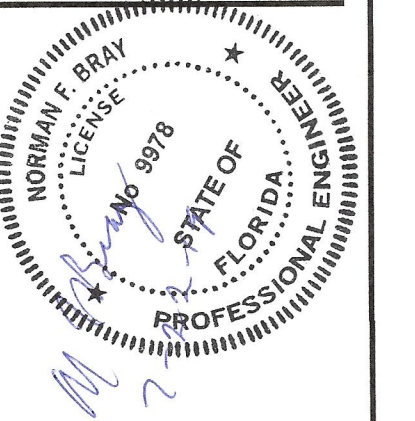
ISSUE DATE:
5/20/2019

DRAWN BY:
-

SHEET TITLE
PHOTOMETRICS
SITE PLAN

SHEET NO.
E-102

NORMAN F. BRAY, P.E., IND.
CONSULTING ELECTRICAL ENGINEER FLORIDA REG. NO. 9978
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 1124
DN: ML, JOB# 19021, 2131 HOLLYWOOD BOULEVARD
SUITE 100, BOCA RATON, FL 33433
CK: N.F.B. DATE 28 MAY '19 (954) 925-3217 FAX (954) 925-3247
E-MAIL: bray501@ellsouth.net



NORMAN F. BRAY
P.E. 9978

Drawing Not Valid Unless Signed,
Sealed & Dated By Registered Professional

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way, Deerfield Beach, Florida

NO. REVISIONS DATE

JOB NO.

1841

ISSUE DATE:

5/20/2019

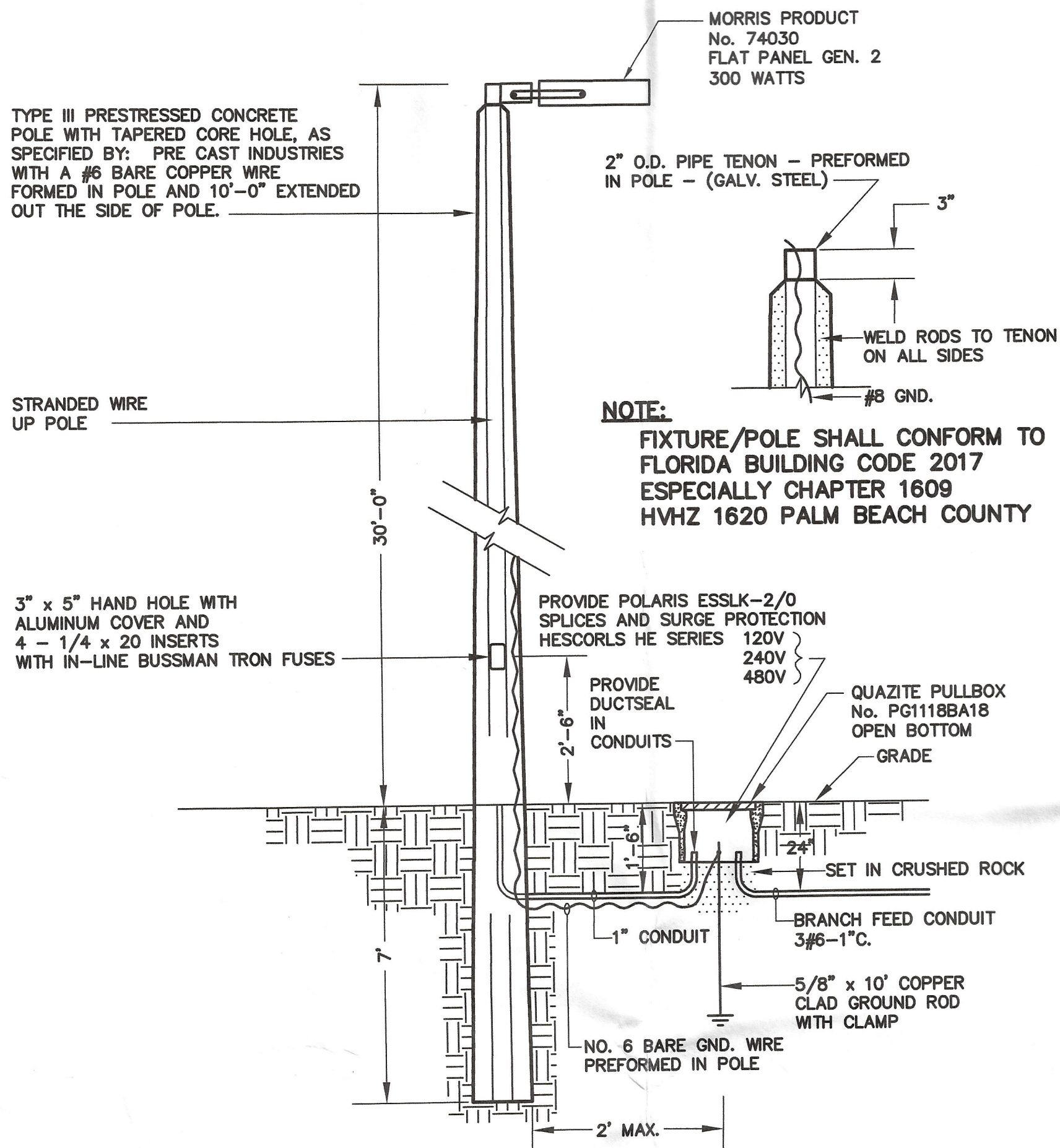
DRAWN BY:

SHEET TITLE
POLE LIGHT

SHEET NO.

E-105

NORMAN F. BRAY, P.E., INC.
CONSULTING ELECTRICAL ENGINEER FLORIDA REG. NO. 9978
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 11024
DN: ML JOB# 19021
HOLLYWOOD, FLORIDA 33020-6753
CK: N.F.B. DATE 1 JUL '19
E-MAIL: nfb@nfbdesign.com

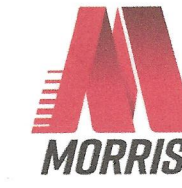


TYPICAL LIGHT POLE DETAIL

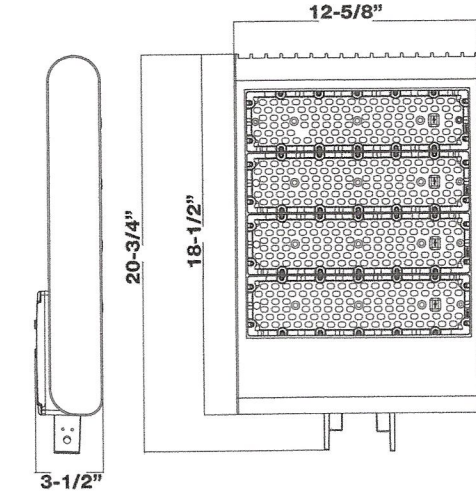
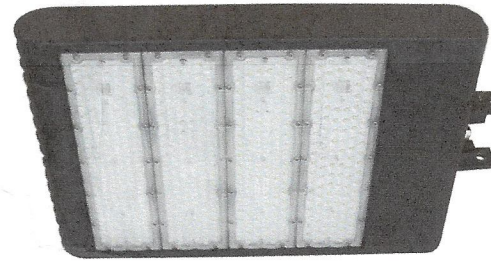
N.T.S.

SITE LIGHTING NOTES:

1. LIGHTING SHALL BE INSTALLED AS SPECIFIED ON THIS DRAWING. NO FIXTURE SUBSTITUTION WILL BE ACCEPTED BY THIS OFFICE. THIS WILL ENABLE LIGHTING CERTIFICATION LETTER TO BE DONE BY OUR OFFICE.
2. IF ANY SITE LIGHTING SUBSTITUTION IS MADE, CERTIFICATION LETTER AND TEST FOR LIGHTING SHALL BE SIGNED AND SEALED BY AN INDEPENDENT PROFESSIONAL ENGINEER.



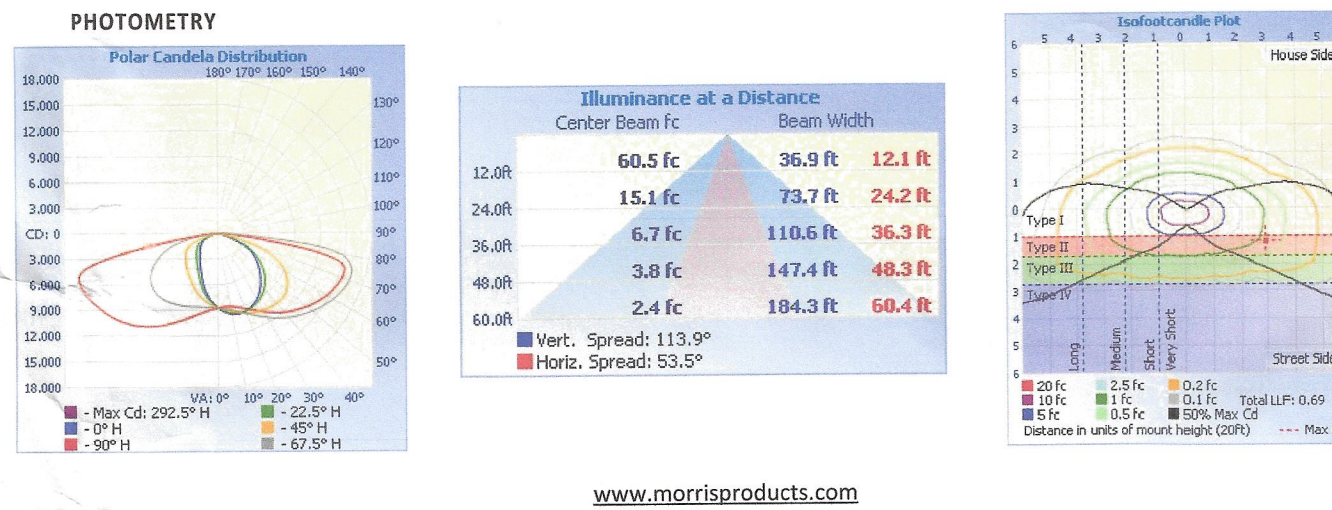
FlatPanel Gen 2
300W 277-480V
5000K Type III



Features:

- Diecast Aluminum Housing - Bronze
- Heat Resistant Directed Optics Frosted Polycarbonate Lens
- Excellent Heat Dissipation - Maximum Life Expectancy
- LumiLEDs
- Note: Fixture does not include mount, Pole Arm, Slipfitter, Trunnion Mount sold separately

Part#	Wattage	Volts	Lumens	CCT	CRI	Dimming	Light Pattern	Lumens/ Watt	DLC #
74030	300	277-480	41,902	5000K	70	0-10V/PWM/VR	Type III	138	PL0NIPBG8327



www.morrisproducts.com

Type III

erating Temperature:
imum Starting -40°F - 131°F

nstruction:

sing: ADC12 Aluminum Alloy
der Coated - Bronze
tating: IP65 suitable for wet locations

s Material: Heat Resistant Polycarbonate Lens
Resistant
Resistant

unting: 2 Pc Mount design for simple 1 person installation
oto Control: Can be installed Remotely

tings: UL Listed: E474299
DLC # PL0NIPBG8327

on Qty: 1
ght: 25 lb
Rating: 2.46762

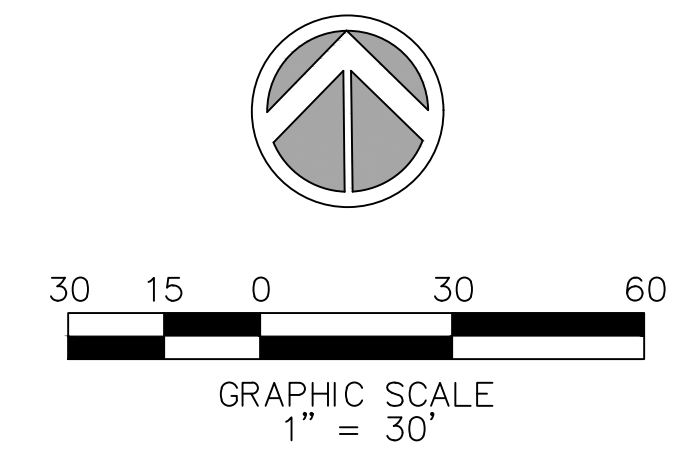
essories:

Arm Mount: Cat# 74032
fitter Mount: Cat# 74034
rnnion Mount: Cat# 74038
ind To Square Pole Adaptor: Cat# 74040
rowave Motion and Light Sensor: Cat# 74042

rarranty:

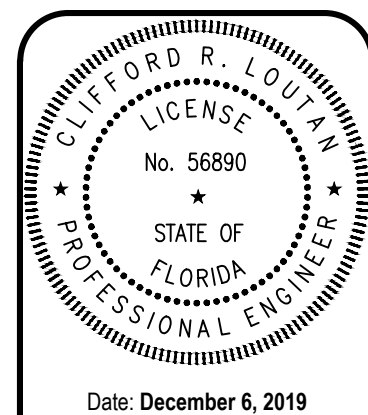
is Products carries a 5 year warranty from date of purchase
st defects in materials and workmanship (assuming normal
proper usage).

products.com

[illegible]

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way Deerfield Beach, Florida
CITY OF DEERFIELD BEACH
FLORIDA
EXIST. FACILITY CURRENT
TRAFFIC FLOW

DATE:	11/26/19
SCALE:	1"=30'
DESIGNED BY:	M.G.
DRAWN BY:	M.A.S.
JOB #:	18-3923



STE

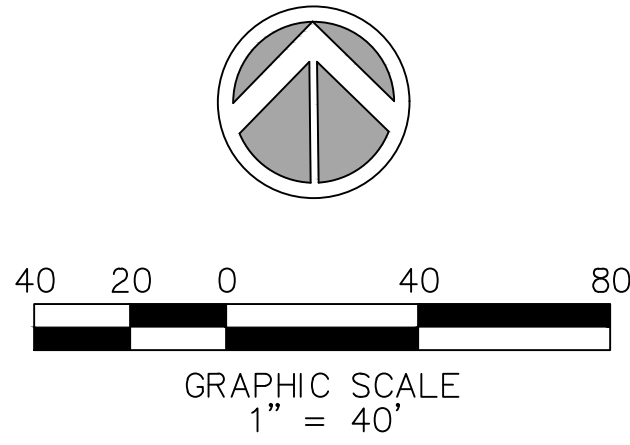
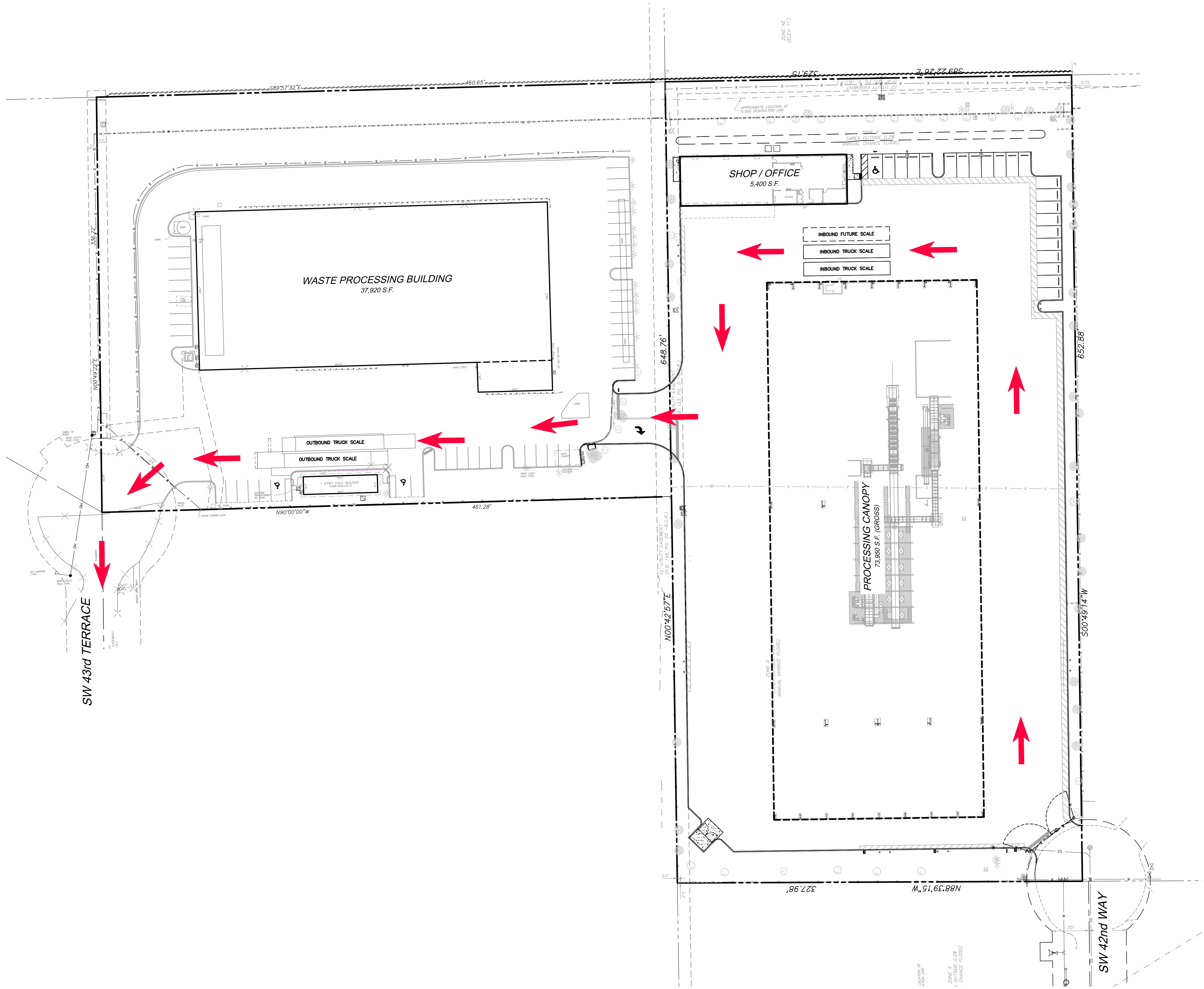
Sun-Tech
Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #07097/LB 7019
Phone (954) 777-3123
Fax (954) 777-3114

K:\PROJECTS\18-xxx\18-3923\dwg\3923exhibit1.dwg EXH-2 12/6/2019 11:44:41 AM 1: Sun-Tech Engineers, Inc. (MAS), Sun-Tech Engineering, Inc. (MAS)

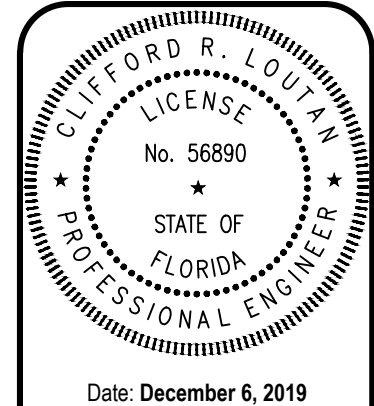
FILE: K:\PROJECTS\18-xxx\18-3923\dwg\3923exhibit1.dwg
PLOT DATE: 12/6/2019 11:44 AM BY: Miguel A. Sosa
LAYOUT: [EXH-2]



REVISIONS	
NO.	DESCRIPTION

WASTE MANAGEMENT INC. OF FLORIDA
WM RECYCLING DEERFIELD
1801 SW 42nd Way Deerfield Beach, Florida
CITY OF DEERFIELD BEACH
EXISTING AND PROPOSED
FACILITY NEW TRAFFIC FLOW

DATE: 11/26/19
SCALE: 1"=40'
DESIGNED BY: M.G.
DRAWN BY: M.A.S.
JOB #: 18-3923



SHEET No.
EXH-2

Sun-Tech
Engineering, Inc.
Engineers • Planners • Surveyors

4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
www.suntecheng.com

Certificate of Auth. #7057LB 7019
Phone (954) 777-3123
Fax (954) 777-3114



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	19-I2-05
Project Name:	Waste Management Recycling (EAST)
Applicant:	Waste Management, Inc. of Florida
Agent:	Michael Gai of Sun-Tech Engineering, Inc.
Requested Action/Description:	Major Site Plan application seeking approval to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays.
Location:	1801 SW 42 nd Way
Legal Description:	The property is generally described as YORK CHASE RONTOL INDUSTRIAL PLAT 123-5 B PORTION OF PARCEL A DESC AS: BEG AT NW COR OF PAR A, E 329.15 ALG N/L PAR A, S 652.88, W 327.98, N 648.75 TO POB more particularly described in the file.
Size:	4.91 acres (gross)
Existing Zoning:	I-2 (Limited Heavy Industrial)
Existing Use:	Outdoor storage
Future Land Use Plan Designation:	Industrial
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Lake	A-5c(Agricultural)
East: Outdoor storage	I-2 (Limited Heavy Industrial)
South: Waste Recycling Facility	I-2(Limited Heavy Industrial)
West: Undeveloped	I-2(Limited Heavy Industrial)
Applicable Regulations:	City of Deerfield Beach Land Development Code

Plat Restrictions:

335,000 Square feet of industrial use. Commercial/Retail uses not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Department Comments & Requirements

REQUEST:

The applicant, Waste Management Inc. of Florida, is seeking approval of a major site plan application to construct a 73,950 square foot recycling facility and a 5,400 square foot ancillary structure containing office space and maintenance bays.

BACKGROUND:

The property is located at 1801 SW 42nd Way in the I-2 (Limited Heavy Industrial) zoning district and is approximately 213,826 square feet (4.91 gross acres) in area. The existing use of the property was approved as outdoor storage for vehicles in 2004 (formerly referenced as Site Plan No. 04-M4c-15).

The applicant has submitted a minor site plan application (No. 09-I2-27 Rev. 1) to accommodate additional access proposed from the adjacent property to the west (1750 SW 43rd Ter). A draft cross access agreement has been submitted by the Applicant and approved by the City Attorney. Should the City Commission approve the major site plan application, recordation of the cross access agreement will be required for both properties and filed with both applications.

A traffic impact analysis was submitted since the trip generation calculation exceeded 500 trips per day. After review of the analysis, the City's traffic consultant provided recommendations included within the conditions of approval for the proposed scope of work.

The Community Appearance Board approved the proposed development plans on September 12, 2019.

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

On January 9, 2020, the Planning and Zoning Board voted to recommend approval of application 19-I2-05.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, Sustainable Management, Fire Rescue). All staff comments have been addressed and the application is considered to be in compliance with the Land Development Code, subject to the below requirements being satisfied. Staff DRC comments are attached to this report (see attached).

Staff is recommending the following conditions of approval, should the City Commission approve the application:

1. The applicant shall implement measures to maintain SW 42nd Way and SW 43rd Terrace roadways and through daily street sweeping of the entire length of both roads, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane.
2. The applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the corridors SW 42nd Way and SW 43rd Terrace. This shall occur prior to the issuance of an Engineering permit.
3. The cross access agreement approved by the City Attorney shall be legally recorded on both affected properties and submitted to the City prior to issuance of an engineering permit for either of the affected properties.
4. The applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site is built and 100% occupied; and if necessary, make recommendations for signal operation modifications. The applicant shall submit the evaluation to the City for approval.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Industrial. Recycling facilities are permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is located within the I-2 zoning district. The proposed recycling facility use complies with the Deerfield Beach Land Development Requirements.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

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

The proposed use is permitted in the I-2 zoning district. The adjacent uses, structures and activities surrounding the parcel include recycling and waste facilities to the west, outdoor storage facilities to the east and south, and a lake to the north.

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

The proposed site plan demonstrates a partially enclosed principal structure and an accessory structure containing office space and a maintenance shop. The height of the principal structure is 49 feet and 5 inches (49'-5"); the accessory structure is proposed at a height of 25 feet and 11 inches (25'-11"). The gross floor area of the

principal building is 73,950 square feet and accessory building is 5,400 square feet. The principal structure is proposed 164.5 feet from the north property line adjacent to the lake. The principal structure is enclosed on two sides, with the enclosed portions of the structure facing the south and north (towards the lake). The walls will assist in managing the dust and sound produced from site operation.

The proposed location, dimensions, height and floor area of both proposed buildings are considered compatible with the surrounding industrial area and comply with the Land Development Regulations.

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

Restricted access is proposed from the neighboring site to the west (1750 SW 43rd Terrace) in addition to the existing access located south of the property from 42nd Way. The proposed access from the adjacent site would be limited to trucks exiting the facility and employees entering and exiting the work site. The proposed ingress and egress would result in a more efficient flow of traffic and an overall cohesiveness between the two sites. A draft of the cross access agreement has been submitted with the application and approved by the City Attorney.

All truck traffic for both sites are proposed to enter from 42nd Way and exit from 43rd Terrace flowing in one direction along the perimeter of the subject property. Employees of both sites may exit from either site. Prior to being heard in front of City Commission, the applicant shall revise the site plan to include sign detail and notation, stating "NO THRU-TRUCKS" at the proposed access on the adjacent property.

The site plan proposes twenty-two (22) parking spaces on site, exceeding the seventeen (17) required by Code.

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

The level of intensity for the proposed use is higher than the existing outdoor vehicular storage use; however, improvements are proposed by way of cross access to the neighboring site, dust suppression measures, and roadway improvements to minimize impacts to the adjacent roadway and Crystal Lake.

A traffic analysis was submitted by Traf Tech Engineering, Inc. on behalf of the Applicant and reviewed by the City's traffic consultant. The review concluded that the traffic impact analysis was sufficient and recommended conditions subject to the approval of the application by City Commission.

The proposed hours of operation are 6 A.M. – 6 P.M., Monday through Friday, and 6 A.M. - 2 P.M. on Saturdays. Noise is expected as a result of operational functions; however, the proposed walls of the principal building will assist in minimizing noise levels. The proposed outdoor lighting is in compliance with lighting standards in the Code. for future development compatible with the surrounding area.

(e) Alteration of light and air;

The proposed development is not anticipated to impact lights and airflow. The applicant proposes to install misters and utilize a water tank to continuously spray the site with water in order to suppress dust during business operations.

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

The proposed site plan meets the required building setbacks of the City I-2 (Limited Heavy Industrial) zoning district, with principal building setbacks measuring approximately 164.50 feet from the north property line adjacent to the lake, 79.87 feet from the west property line, 79.98 feet from the east property line, and 50.72 feet from the south property line. The accessory building is set back 60.79 feet from the north property line, 11.06 feet from the west property line, 182 feet from the east property line, and 548.72 feet from the south property line. Landscaping and related screening are included on the plans.

Pursuant to Section 98-56B(e)(2), a 30-foot wide buffer containing a pre-cast concrete wall with a minimum height of eight (8) feet and a maximum height of ten (10) feet is required. The total height of the existing wall and berm, shown on the proposed plans, comply with the Code requirement.

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

Although the intensity of the use on the existing site will increase due to the proposed development, the site plan demonstrates buffers and fencing along the property to comply with Code. The applicant has agreed to implement provisions for dust and noise suppression to minimize impacts to the neighboring uses.

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

There are no uses proposed that would pose a risk to single family residences within 500 feet of the subject property.

STAFF SUMMARY:

Staff's review of application 19-I2-05 has found that, subject to the recommended conditions of approval, the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2019-244

Agenda Date: 2/4/2020

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2020-030: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON N.E. 49TH STREET FROM N.E. 48TH STREET TO DIXIE HIGHWAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Code Compliance and Broward Sheriff's Office have identified issues with overnight truck parking on NE 49th Street from NE 48th Street to Dixie Highway. Further, the residents along this corridor have petitioned the city to install no parking signs along this alley behind the Highlands Plaza Shopping Center. Residents complain the trucks block gates and create property damage for which the residents are responsible to upkeep. Installation of No Parking Signs would enable enforcement and authority to cite and remove these vehicles.

Current Activity

In addition to future installation of No Parking Signs, the City will look to improve any deficiencies along this corridor, such as the pavement condition, to ensure the alley is maintained in compliance with City Code Enforcement standards.

Recommendation

Staff recommends amending section 66-58 "Parking Prohibited on Certain Streets and Commercial Vehicle Parking Restrictions" of the city code to prohibit parking on NE 49th Street from NE 48th Street to Dixie highway.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 “PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS” OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON N.E. 49TH STREET FROM N.E. 48TH STREET TO DIXIE HIGHWAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City’s Code Compliance and the Broward Sheriff’s Office have identified issues with overnight truck parking on N.E. 49th street from N.E. 48th Street to Dixie Highway (the “Street”); and

WHEREAS, residents have complained that the trucks block gates and cause property damage for which the residents are responsible to fix and maintain; and

WHEREAS, residents from this area have petitioned the City to install “no parking” signs along the Street behind the Highlands Plaza Shopping Center; and

WHEREAS, amending the City Code to prohibit parking along the Street and installing “no parking” signs would enable the City to enforce no parking on the Street, and authorize the City to cite and remove vehicles for parking on the Street; and

WHEREAS, the City Commission has determined that it is in the best interests of the citizens and general public to amend Section 66-58 to prohibit parking on N.E. 49th Street from N.E. 48th Street to Dixie Highway.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Section 66-58 “Parking prohibited on certain streets and commercial vehicle parking restrictions” of the City Code is hereby amended to read as follows¹:

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II. – Stopping, Standing, Parking

Division 3. – Regulations, Generally

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

Sec. 66-58 – Parking prohibited on certain streets and commercial vehicle parking restrictions.

- (a) Except in compliance with law or the directions of a police officer, no person shall stop, stand or park a vehicle upon certain areas of the following streets of the city:

(69) N.E. 49th Street from N.E. 48th Street to Dixie Highway.

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 be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS 14TH DAY OF JANUARY, 2020.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

November 25, 2019

Attention: City of Deerfield Beach
Code Enforcement
150 N.E. 2 Avenue
Deerfield Beach, FL 33441

We, the residents of the Highlands, petition the city to install several signs behind our homes that state **No Parking Allowed** and **No Garbage Dumping Allowed**. Our homes are located directly behind the Highlands Plaza Shopping Center. Over the past several months, we have been experiencing tractor trailer trucks parking in the rear of our homes and blocking our gates, which cause us many inconveniences. This is City of Deerfield property, yet, we the homeowners are responsible for the upkeep of this property (cutting the grass and keeping it clean of debris) or we face fines. In addition, to the tractor trailer trucks parking there, many people throw trash there (i.e. old furniture) as if it were a dumpster. We have repeatedly called the police, and the trucks are not issued fines, much less towed. We also continually call Code Enforcement for trash to be picked up.

The property manager of the Highlands Plaza Shopping Center, has also frequently called the City of Deerfield Beach regarding the same concerns, and nothing has been resolved. The property manager may be reached at 954-256-2111.

Name	Property Address	Phone Number	Signature
Cesar & Karen Borge	900 NE 49th St. Pompano Bch, FL 33064	305-790-2318 305-790-2192	K Borge
Lynn Brown	890 NE 49th St Pompano Beach, FL 33064	954-881-1084	Lynn Brown
RUDY & DIANE SENTER-STORE	940 NE 49th St Pompano Beach, FL 33064	(561) 465-9409	Rudy Senter
GUCIDA BYSSAINTHE	930 NE 49th Street Pompano Beach FL 33064	954-515-8573	Gucida
Jennifer Langley	910 NE 49th Street Pompano Beach 33064	954-362-3103	Jennifer Langley

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, February 4, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, to consider the following:

P.H. 2020-030: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING SECTION 66-58 "PARKING PROHIBITED ON CERTAIN STREETS AND COMMERCIAL VEHICLE PARKING RESTRICTIONS" OF THE CITY CODE OF ORDINANCES TO PROHIBIT PARKING ON N.E. 49TH STREET FROM N.E. 48TH STREET TO DIXIE HIGHWAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s), represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, January 24, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2019-246

Agenda Date: 2/4/2020

Status: BOARD APPOINTMENTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; providing for service without compensation; 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

Mr. Weech currently serves on the Firemen's Pension Board ("Board") as the 5th member. The Clerk's Office contacted the liaison for the Board and advised that Mr. Weech's term was set to expire on December 12, 2019. The Board added this item to their December 9, 2019 meeting, and the Board passed a unanimous vote to reappoint Robert Weech as the 5th member.

Pursuant to Section 54-271(a) of the City Code, the fifth member of the Board is chosen by a majority of the other four Board members, and such person's name shall be submitted to the City Commission. Upon receipt of the submission, the City Commission shall appoint such person to the Board as a ministerial duty.

This item will be placed on the February 4, 2020 agenda for City Commission consideration.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING ROBERT WEECH AS THE FIFTH MEMBER TO THE BOARD OF TRUSTEES OF THE MUNICIPAL FIREFIGHTERS' PENSION TRUST FUND; PROVIDING FOR SERVICE WITHOUT COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 12, 2019, Robert Weech's term as the fifth member on the Board of Trustees (the "Board") of the Municipal Firefighters' Pension Trust Fund expired; and

WHEREAS, pursuant to Section 54-271(a) of the City Code, the fifth member of the Board is chosen by a majority of the other four Board members, and such person's name shall be submitted to the City Commission and the Commission shall appoint such person to the Board; and

WHEREAS, the Board members serve a term of two years; and

WHEREAS, at the December 9, 2019 Firefighters Pension Fund Board Meeting, the Board unanimously voted for Robert Weech to serve as the fifth member of the Board.

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. Robert Weech is hereby appointed to serve as the fifth member of the Board of Trustees of the Municipal Firefighters' Pension Trust Fund of the City of Deerfield Beach for a term ending on December 12, 2021.

Section 3. The appointee shall serve without compensation and is required to file a financial disclosure statement in accordance with Florida Statutes.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach Municipal Firefighters Pension Fund

*Meetings located at: Fire Station #102, 1441 FAU Research Park Blvd,
Deerfield Beach, Florida 33441*

Samantha Gillyard, CMC,
City Clerk
150 NE 2nd Avenue,
Deerfield Beach, FL 33441

Re: Fifth Trustee

Dear Ms Gilyard,

At the last regularly scheduled meeting of the board of trustees of the City of Deerfield Municipal Firefighters Pension Fund, a motion was made seconded and carried unanimously reelecting Rob Weech as the Board's "Fifth" trustee.

Please let me know if you need anything else regarding this matter.

Thank you.

Sincerely,

Doug Falcon
Plan Administrator

CC. R Levy

Board of Trustees

Robert Weech

Dan Frazer

Stephen Hill

Bruce Young

Jonathan Campbell



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 1130 under authority of Florida Statutes - Chapter 175

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Years Term

Two (2) Firefighters elected by Firefighters for Two (2) Years Term

One (1) Resident selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

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

Liaison:

Doug Falcon

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time be prescribed by Chapter 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission		561-703-0909	Stevens	2019/048	10/15/19	10/01/21
Robert Weech Board (5th Member)			Self	2018/061	05/01/18	12/12/19
Bruce Young Employees (Elected)			Self	2019/003	01/15/19	01/15/21
Stephen Hill Employees (Elected)			Self	2019/003	01/15/19	01/15/21
Daniel Frazer Commission		214-8337	Self	2018/188	12/04/18	01/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2019-277

Agenda Date: 2/4/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2019-2020 Disbursement of HOME Program Funds for the Housing Rehabilitation Program in the amount of \$92,008; providing for execution; 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 2002, the City of Deerfield Beach received approval to participate in Broward County's HOME Consortium by City Resolution No. 2002/095. The HOME Consortium is comprised of Broward County and the municipalities of Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderhill, Margate, Miramar, Pembroke Pines, Plantation, Sunrise, and Tamarac. It is important to note the City is not eligible to receive HOME funds on its own. By partnering with other municipalities that are also ineligible for individual funding and forming a Consortium, both the City and the County can take advantage of an estimated \$2.4M in annual funding not otherwise available.

Current Activity

HOME funds will be used for the City Homeowner Rehabilitation Program in addition to State Housing Initiative Partnership ("SHIP") and Community Development Block Grant ("CDBG") funds. The HOME funding for FY 2019-2020 of \$92,008 for Homeowner Rehabilitation will assist a minimum of two (2) applicants receiving up to \$50,000.

Recommendation

Staff recommends approval of the FY 2019-2020 HOME Interlocal Agreement. This approval will allow eligible residents to receive funding for homeowner rehabilitation assistance with HOME funding.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FISCAL YEAR 2019-2020 DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOUSING REHABILITATION PROGRAM IN THE AMOUNT OF \$92,008; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach ("City") and Broward County ("County") entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium ("HOME Consortium"); and

WHEREAS, the County, in its representative capacity to the U.S. Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, is the recipient of HOME funds from HUD; and

WHEREAS, the City and County desire to enter into the interlocal agreement, attached as Exhibit "A", for the disbursement of FY 2019-2020 HOME program funds to the CITY for the housing rehabilitation program in the amount of \$92,008 ("Interlocal 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 hereof.

Section 2. The Interlocal Agreement with Broward County, attached as Exhibit "A", for the disbursement of FY 2019-2020 HOME housing rehabilitation program funds in the amount of \$92,008 is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Interlocal Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR HOUSING
REHABILITATION PROGRAM FOR FISCAL YEAR 2019 – 2020**

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

RECITALS

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

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

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

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

E. On _____ (Agenda Item No. ____), the Broward County Board of County Commissioners authorized HOME funding to City in the amount of Ninety-two Thousand and Eight Dollars (\$92,008) to fund the Project in City, under the terms more specifically described herein.

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.
- 1.3 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.
- 1.4 **County Administrator** means the administrative head of County appointed by the Board.
- 1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.6 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.8 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
- 1.9 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.10 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.
- 1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule

changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

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

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

ARTICLE 3. PROJECT

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

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

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County’s discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County’s evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project’s scheduling, budget, in-kind contributions, and output measures.

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

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

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.

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

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

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

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

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

3.7 City shall meet or exceed the standards described in Exhibit A, and all applicable

codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the rehabilitation performed under the Project.

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

4.1 The maximum amount payable of HOME Funds to City under this Agreement shall be Ninety-two Thousand and Eight Dollars (\$92,008). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

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

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

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager

of the Project, as applicable;

- 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials being invoiced have been received or completed;
- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D; and
- 4.3.8 For reimbursement of the final billing requested by City, City must provide the following additional documentation:
 - (a) Evidence, satisfactory to County, of completion of all Project work and objectives;
 - (b) Copies of executed release forms from all Subcontractors;
 - (c) Final documentation, including applicable payroll documents, required under the Davis-Bacon Act (40 U.S.C. 276a-276a-7) and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable);
 - (d) Copies of final certified plans and drawings, if applicable;
 - (e) Copies of final permits for the Project, if applicable, and evidence that all permits for the Project have been closed;
 - (f) Final request for payment, in the form provided in Exhibit E, requesting reimbursement; and
 - (g) Any other documentation reasonably required by County in connection with reimbursement of the final billing amount.

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

made in accordance with Section 112.061, Florida Statutes.

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

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

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

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

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

4.9.2 Failure to comply with the terms of this Agreement;

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

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

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

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

4.10 HOME Funds that are not expended during the term of this Agreement and that are not provided to or reimbursed to City under this Agreement may be reallocated by County to other HOME Program projects approved for funding by the Board.

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

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

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

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

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

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

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

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

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the

Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

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

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

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

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

8.2 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall establish safeguards to prohibit its employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321.

8.4 City shall comply with the requirements set forth in County's "Policies and

Procedures Manual,” as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

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

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

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

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

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

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

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

8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives

financial federal assistance.

- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).
- 8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352 and the intergovernmental review process in 24 C.F.R. Part 92.357.

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

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

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

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement, or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

8.11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

8.11.2 The parties to this contract agree to comply with HUD's regulations in

24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

- 8.11.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.11.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.11.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of

contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 In accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homeowner that conforms with the requirements of 24 C.F.R. Part 92.254(a) and specifies the amount and form of HOME assistance, rehabilitation work to be undertaken, date for completion, and property standards to be met.

8.14 City shall ensure that the home rehabilitation performed pursuant to the Project complies with the property standards set forth in 24 C.F.R. 92.251(b), including but not limited to, (i) applicable state and local codes and ordinances, including zoning requirements and the Florida Building Code; (ii) lead-based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355; (iii) the standards for major systems, set forth in 24 C.F.R. Part 92.251(b)(1)(ii); (iv) the accessibility standards of 24 C.F.R. Part 8, and Titles II and III of the Americans with Disability Act (42 U.S.C. 12131-12189), as applicable, and (v) uniform physical conditions standard, in accordance with 24 C.F.R. 5.703 and 24 C.F.R. 5.705.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided under this Agreement only for eligible

Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

In the event City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for Program Income, repayments, or recaptured funds, as described 24 C.F.R. Part 92.503 (collectively referred to "Program Income" for purposes of this Agreement), in accordance with the provisions of 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on September 30, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City must ensure Commitment of HOME Funds by no later than September 30, 2021. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 In accordance with 2 C.F.R. Part 200.338, this Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset

against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after Project Completion, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged

by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under

this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

David Santucci, City Manager
150 N.E. 2nd Ave.
Deerfield Beach, Florida 33441
Email: Dsantucci@deerfield-beach.com
Phone Number: (954) 480-4261

With a Copy to:

Bill Ganz, Mayor
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email: web.commission@deerfield-beach.com
Phone Number: (954) 816-1936

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project, including any work, activities, or services provided by Subcontractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided

such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any

remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ___ day of _____, 20__ (Agenda Item No. ___), and City of Deerfield Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Sara F. Cohen (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

SC
Deerfield Beach Rehab
12/16/19
#483591

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR A HOUSING
REHABILITATION PROGRAM FOR FISCAL YEAR 2019 – 2020

CITY

ATTEST:

CITY OF DEERFIELD BEACH

By: _____
City Clerk (SEAL)

By: _____
Mayor
____ day of _____, 20____

By: _____
City Manager
____ day of _____, 20____

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2019-2020

Project Description: City of Deerfield Beach
Housing Rehabilitation Program

HOME Funds Allocation: \$92,008

Program Income: \$0

Total Allocation: \$92,008

Project Description:

HOME Funds in the amount of \$92,008 provided to City under the Agreement shall be used for housing rehabilitation activities. A minimum of one (1) Income Eligible Homeowners shall be assisted in an amount up \$50,000 per homeowner, including all rehabilitation costs as defined in the Agreement and Exhibit B, as HOME Eligible Activities. Applicants will be processed by City on a first come, first served basis.

City's Program Design is attached hereto as Attachment 1 to Exhibit A, solely for the purpose of providing a more comprehensive description of the overall program, in addition to the description provided in this Exhibit A.

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

Program Summary

City shall ensure that each Income Eligible Household assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of County, which includes, but is not limited to, the following requirements:

- A five (5), ten (10) or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan")
- Loan due upon sale, transfer, lease, or if the property is no longer the primary residence of the homeowner before expiration of the Loan term.
- 20% for a 5-year loan, 10% for a 10-year loan or 6.67% for a 15-year loan of the original balance forgiven each year on the anniversary date of the Loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.
- County will follow County's Subordination policy.

City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

City will forward all original Mortgages and Promissory Notes with a recorded copy to the County within 30 days.

City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.

County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.

County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:

- All rehabilitation shall be in compliance with applicable local codes and the Florida Building Code in accordance with 24 CFR Part 92.251, Property Standards.
- Lead-based paint testing and abatement, as needed, in accordance with 24 CFR Part 92.355.
- Income Eligible Household shall refer to a household that is low or very-low income.
- Federal procurement procedures set forth in 24 CFR Part 92.504(c)(4) are applicable to the selection of the contractor.
- Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

City will ensure that each household has a written homeowner agreement as per HUD 24 CFR 92.504(c)(5)(ii) prior to disbursing HOME funds.

Housing Rehab	
Investment amount	Affordability period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

EXHIBIT B

BUDGET

CATEGORY		HOME FUNDS	OTHER FUNDING SOURCES	TOTAL
A.	Direct client subsidy	\$72,031.95	\$0	\$72,031.95
B.	Home Inspections	\$4,000.00	\$0	\$4,000.00
C.	Appraisals	\$700.00	\$0	\$700.00
D.	Title Search	\$250.00	\$0	\$250.00
E.	Lead and Mold testing	\$750.00	\$0	\$750.00
F.	Lien Recording Fees	\$475.00	\$0	\$475.00
G.	Contractual Costs	\$13,801.05	\$0	\$13,801.05
H.	TOTALS	\$92,008.00	\$0	\$92,008.00

BUDGET NARRATIVE

- A. Direct Client Subsidy: Cost of rehabilitation for a minimum of one (1) Income Eligible Household at a maximum of Fifty Thousand Dollars (\$50,000). A balance of Twenty-two Thousand Thirty and one and 95/100 Dollars (\$22,031.95) included in Category A will be leveraged with additional funding sources to assist one (1) additional Income Eligible Household, as applicable.
- B. Home Inspections: Four Thousand Dollars (\$4,000) allocated towards home inspections including but not limited to mold inspections, as needed.
- C. Appraisals: Seven Hundred Dollars (\$700) allocated for appraisals to determine property value upon completion of home repairs.
- D. Title Search: Two hundred Fifty Dollars (\$250) allowed for homes assisted.
- E. Lead and Mold testing: Seven Hundred Fifty Dollars (\$750) for homes assisted.
- F. Lien Recording Fees: Four Hundred Seventy-five Dollars (\$475) for homes assisted.
- G. Contractual Costs: Thirteen Thousand Eight Hundred One and 05/100 Dollars (\$13,801.05) allocated towards City's consultant that is providing Project

implementation including applications, income certification, mold, "HQS" inspections, etc.

H. Total HOME funds available under Agreement = **\$92,008.00**

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	December 2, 2019	March 30, 2021
Provide Quarterly Progress Reports to County	October 1, 2019	September 30, 2021
Commence Work Write-Ups	March 2, 2020	March 31, 2021
Commence Repairs	June 1, 2020	June 30, 2021
Repairs Completed	July 1, 2021	July 31, 2021
Final Invoice to the County	August 3, 2021	August 31, 2021
Provide Final Report to County with Final Beneficiary Data	September 1, 2021	September 30, 2021

EXHIBIT D

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency Name:	
Person Preparing the Report:	
Signature and Title:	
Project Funding Year, Title and IDIS Activity Number:	
Project Start-Up Date:	
Project Completion Date:	
Amended Completion Date:(if applicable)	

B.1 Project Cost.

	Budget	Total Expenditures Up to Last Billing	Total Expenditures this Billing	Funds Expended To Date	Percentage
Total Project	\$	\$	\$	\$	%
HOME Funds	\$	\$	\$	\$	%
Other Funding (specify source below)	\$	\$	\$	\$	%

B.2 Declaration of Agency Budget Changes.

Program Income/Recapture: _____

Source of Program Income/Recapture: _____

B.3 Other Grant Awards.

Date(s): _____ Dollar Amount _____

Funding Source _____

B.4 Percent of Project Completed to date. _____ %

C. 1 Describe specific work tasks and qualified accomplishments completed this quarter:

<u>Work Tasks</u>	<u>Status (i.e., underway, pending, completed)</u>

C.2 Describe success or problems encountered with the Project:

C.3 Anticipated problems or concerns with the Project: Please identify technical assistance needed and/or requested from the Housing Finance and Community Redevelopment Division staff.

C.4 Anticipated advertisements and/or other contractual services: If applicable, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

D. Program Objectives:

Work Tasks	Projected Yearly Total/ Performance	Quarterly Progress	Progress Yr-To- Date	Supporting Documentation

HOMEOWNER REHAB - HOUSEHOLD/ACCOMPLISHMENT DATA

Subrecipient:

Accomplishment Period: _____ Is this a Final Report:*

HOME Funded Activity Accomplishments
Exhibit "D" Continued

Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below

IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	Property Type *	Total Completed Units	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Unit *	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	Value After Rehab \$			
						Broward													
						Broward													
						Broward													
						Broward													
						Broward													
						Broward													
						Broward													
						Broward													
						Broward													
						Broward													
CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!						ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)						ENTER APPLICABLE PRIVATE FUNDS							
Amortize d Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$- Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type -Fund Name	Other State Fund \$	Tax Exempt Bonds	Total \$	Private Loans \$	Owner Cash Contribution \$	Private Grants \$				
					\$ -							\$ -				\$ -			
					\$ -							\$ -				\$ -			
					\$ -							\$ -				\$ -			
					\$ -							\$ -				\$ -			
					\$ -							\$ -				\$ -			
					\$ -							\$ -				\$ -			
					\$ -							\$ -				\$ -			
Unit Number	Number of Bedrooms *	Occupant *	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Total Monthly Rent \$									TOTAL HOME Funds \$ (THIS IDIS#/FY ONLY)	All Other Funds \$	HOME RECORDED MORTGAGE TOTAL

EXHIBIT E
REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2019 to 2020

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT F
FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

Approved as to form by:
Alicia C. Lobeiras, Esq.
Assistant County Attorney
115 South Andrews Ave., Suite 423
Fort Lauderdale, Florida 33301

HOME MORTGAGE TO SECURE LOAN

FOR HOUSING REHABILITATION

THIS HOME MORTGAGE TO SECURE LOAN ("Mortgage") made this ____ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagor is indebted to Mortgagee in the principal sum of _____ **Dollars (\$000.00)** ("Loan"), which indebtedness is evidenced by Mortgagor's HOME Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Note, payable to Mortgagee, and agrees to comply with the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance and Community Redevelopment Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. [____ percent (____%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Note, provided the Mortgagor complies with all the terms of this Mortgage and the Note.] Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [insert position] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be [] () years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all rental notices and all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is

not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagor to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property.**

(a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

(b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property; Assumption.**

(a) No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

(b) Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, that the interest payable, if any, on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and that all applicable income and affordability restrictions are met. Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

B. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of

the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

C. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

D. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

E. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.

F. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

G. Any action prohibited herein.

H. The transfer or lease of the Property to a third party.

I. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this

Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Public Records of Broward County, Florida.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

MORTGAGOR

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20____.

By: _____

(Print or Type Name)

____ day of _____, 20____.

STATE OF FLORIDA)
) SS
County OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

ATTACHMENT A

To

Mortgage to Secure Loan for HOME Activities

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE

HOME PROMISSORY NOTE
HOUSING REHABILITATION PROGRAM
Forgivable Loan

\$ (Amount to be inserted) _____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____ Florida 33____, promises to pay to the order of BROWARD COUNTY, a political subdivision of the State of Florida, hereof ("Holder") at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$000.00) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Exhibit A attached. This HOME Promissory Note ("Promissory Note") is secured by a HOME Mortgage to Secure Loan ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Public Records of Broward County, Florida, encumbering the Property, subject to no exceptions.

2. Holder is a recipient of HOME Investment Partnerships Program ("HOME") grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.

3. The Loan provided under this Promissory Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. [____ percent (____%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of this Promissory Note, provided the Maker complies with all the terms of the Mortgage and this Promissory Note.] On the anniversary date of the ____ (____) year of the date of execution of this Promissory Note, the Mortgage shall be deemed satisfied, and the outstanding principal amount of this Promissory Note shall be forgiven if Maker is in compliance with the terms of the Mortgage and this Promissory Note. If, however, Maker (i) sells or transfers title to the Property used to secure this Promissory Note prior to the full term of the Loan, (ii) fails to utilize the Property for the purposes stated in the Mortgage, or (iii) fails to comply with the terms and conditions of the Mortgage, the outstanding principal amount of this Promissory Note shall immediately become due and payable to Holder.

4. Upon completion of the term of this Promissory Note and payment of all amounts due hereunder, if any, and provided that Maker complies with all other covenants and conditions of the Mortgage and this Promissory Note, then this Promissory Note and the Mortgage shall terminate and, upon request of Maker, Holder shall execute a Satisfaction of Mortgage.

5. If this Promissory Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.

6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of default in the terms or conditions of this Promissory Note, and if the same is

enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorney's fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Promissory Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. No waiver of any of Holder's rights under this Promissory Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Promissory Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Promissory Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS PROMISSORY NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PROMISSORY NOTE.**

11. In the event that any provision of this Promissory Note is held to be unenforceable under the law, all remaining provisions of this Promissory Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20__.

By: _____

(Print or Type Name)

____ day of _____, 20__.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large

Commission No. _____

My Commission Expires:

EXHIBIT A to Promissory Note
LEGAL DESCRIPTION

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 CFR 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of

notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-251

Agenda Date: 2/4/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Fiscal Year 2019-2020 Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program in the amount of \$92,008; providing for execution; 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 2002, the City of Deerfield Beach received approval to participate in Broward County's HOME Consortium by City Resolution No. 2002/095. The HOME Consortium is comprised of Broward County and the municipalities of Coconut Creek, Coral Springs, Davie, Deerfield Beach, Lauderdale, Margate, Miramar, Pembroke Pines, Plantation, Sunrise, and Tamarac. It is important to note the City is not eligible to receive HOME funds on its own. By partnering with other cities that are also ineligible for individual funding and forming a Consortium, both the City and the County can take advantage of an estimated \$2.4M in annual funding not otherwise available.

Current Activity

HOME funds will be used for the City Purchase Assistance Program in addition to State Housing Initiative Partnership ("SHIP") and Community Development Block Grant ("CDBG") funds. The HOME funding for FY 2019-2020 of \$92,008 for the Homebuyer/Purchase Assistance Program will assist a minimum of two (2) applicants receiving up to \$50,000.

Recommendation

Staff recommends approval of the FY 2019-2020 HOME Interlocal Agreement. This approval will allow eligible residents to receive purchase assistance with HOME funding.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR FISCAL YEAR 2019-2020 DISBURSEMENT OF HOME PROGRAM FUNDS FOR THE HOMEBUYER PURCHASE ASSISTANCE PROGRAM IN THE AMOUNT OF \$92,008; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to 24 C.F.R. Part 92.101, the City of Deerfield Beach ("City") and Broward County ("County") entered into a standard form HOME Consortium Cooperation Agreement, pursuant to which the City and County became members of the Broward County HOME Investment Partnership Program Consortium ("HOME Consortium"); and

WHEREAS, the County, in its representative capacity to the U. S. Department of Housing and Urban Development ("HUD") for all members of the HOME Consortium, is the recipient of HOME funds from HUD; and

WHEREAS, the City and County desire to enter into the interlocal agreement, attached as Exhibit "A", for the disbursement of FY 2019-2020 HOME program funds to the City for the homebuyer purchase assistance program in the amount of \$92,008 ("Interlocal 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 hereof.

Section 2. The Interlocal Agreement with Broward County, attached as Exhibit "A", for the disbursement of FY 2019-2020 HOME program funds in the amount of \$92,008 is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Interlocal Agreement, attached as Exhibit "A", together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR A
HOMEBUYER PURCHASE ASSISTANCE PROGRAM FOR FISCAL YEAR 2019 –
2020**

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

RECITALS

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

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

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

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

E. On _____ (Agenda Item No. ____), the Broward County Board of County Commissioners authorized HOME funding to City in the amount of Ninety-two Thousand and Eight Dollars (\$92,008) to fund the Project in City, under the terms more specifically described herein.

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Commitment** means “Commitment” as defined under 24 C.F.R. Part 92.2.
- 1.3 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.
- 1.4 **County Administrator** means the administrative head of County appointed by the Board.
- 1.5 **County Attorney** means the chief legal counsel for County appointed by the Board.
- 1.6 **HOME Funds** means the HOME Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.
- 1.7 **HOME Program** means the HOME Investments Partnerships Program established pursuant to Title II of the Cranston National Affordable Housing Act (42 U.S.C 1271 et seq.), with implementing rules and regulations set forth in 24 C.F.R. Part 92.
- 1.8 **Income Eligible Household** means a “low-income” or “very low-income” family, each as defined in 24 C.F.R. Part 92.2.
- 1.9 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.
- 1.10 **Project Completion** means when the Project meets certain conditions set by County for close-out, including but not limited to: construction completion (if applicable), title transfer (if applicable), property standards met, funds disbursed and final draw-down, completion information entered into HUD’s Integrated Disbursement and Information System (IDIS), including beneficiary information for purchase assistance projects, and completion of all required reports and documentation required by County.
- 1.11 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 92, “HOME Investment Partnerships Program,” 24 C.F.R. Part 91, “Consolidated Submissions for Community Planning and Development Programs,” the applicable provisions under 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” Fair Housing Act, 42 U.S.C. 3601 et seq., Section 301 of the Housing and Urban-Rural recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (CMI) System for the HOME Program, and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the HOME Program, as amended from time to time, and which are incorporated herein by reference.

1.12 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

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

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

ARTICLE 3. PROJECT

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

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

3.3 Monitoring and Reporting. County will carry out periodic monitoring and evaluation activities as determined necessary in County’s discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County’s evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project’s scheduling, budget, in-kind contributions, and output measures.

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

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

3.3.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10th) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.

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

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

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

3.5 City shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.254 are enforced by requiring that each person provided HOME Funds under this Agreement shall execute a mortgage and a promissory note in favor of County in the forms attached hereto as Exhibit F. City shall ensure that the amount of HOME Funds and the affordability period set forth in the mortgage and promissory note are consistent with the requirements of 24 C.F.R. Part 92.254 and Exhibit A hereto. The executed mortgage and promissory note shall be properly recorded by City and must be furnished to County within ten (10) days after recordation. City shall cooperate with County to modify and re-record any mortgages and notes to the extent modification is required for compliance with the Project terms submitted to HUD or this Agreement.

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

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

4.1 The maximum amount payable of HOME Funds to City under this Agreement shall be Ninety-two Thousand and Eight Dollars (\$92,008). This Agreement is subject to the availability of HOME Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement. The HOME Funds payable under this Agreement are HOME Funds allocated by County to City in accordance with 24 C.F.R. Part 92 and are not designated as a fifteen percent (15%) Community Housing Development Organization set-aside.

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

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

- 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
- 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, activities, or purchase of materials for the Project, if applicable and not previously submitted to County;
- 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
- 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
- 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials

being invoiced have been received or completed; and

4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D.

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

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

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

4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.

4.8 City shall expend the HOME Funds allocated to the Project by the end of the term of this Agreement. All HOME Funds not expended within the term of this Agreement shall remain in the custody and control of County. City shall ensure there is an expenditure of HOME Funds within twelve (12) months of the execution of this Agreement by the Parties, and thereafter, every ninety (90) days, to the greatest extent possible.

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

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

4.9.2 Failure to comply with the terms of this Agreement;

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

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

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

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

4.10 HOME Funds that are not expended during the term of this Agreement and that are not provided to or reimbursed to City under this Agreement may be reallocated by County to other HOME Program projects approved for funding by the Board.

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

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

4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any HOME Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

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

ARTICLE 5. INDEMNIFICATION

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

ARTICLE 6. INSURANCE

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

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds

any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

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

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

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 City certifies, to the best of its knowledge, that:

7.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of City, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

7.1.3 The language of this section shall be included in the award documents for

all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

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

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

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

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

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

ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS

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

8.2 City shall comply with 2 C.F.R. 92.356 regarding conflicts of interest and shall

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

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to, the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321.

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

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

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

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

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

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

8.7.3 Executive Order 11063, as amended by Executive Order 12259

(Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.

- 8.7.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.7.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.7.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), and the implementing regulations set forth in 24 C.F.R. Part 40, which require certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.7.7 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability in services, programs, and activities provided by state and local government entities.
- 8.7.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.7.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations and restrictions on lobbying set forth in 24 C.F.R. Part 87; and the requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).
- 8.7.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.
- 8.7.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.
- 8.7.12 The provisions relating to labor set forth in 24 C.F.R. Part 92.354 and the Davis-Bacon Act (40 U.S.C. 3141), which relates to all laborers and mechanics employed in the development of any part of the housing, and requires contracts to be subject to the overtime provisions, as applicable,

of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701).

8.7.13 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 92.504(c)(2)(vi), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 92.352 and the intergovernmental review process in 24 C.F.R. Part 92.357.

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

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

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

8.11 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to "contract" shall mean this Agreement, or any subcontract entered into pursuant to this Agreement, and references to "contractor" shall mean City or its subcontractors:

- 8.11.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 8.11.2 The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.11.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.11.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- 8.11.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.11.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result

in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

8.11.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.12 In accordance with 24 C.F.R. Part 92.214(b), City shall not charge any servicing, origination, or other fees for the costs of administering the Project, except as permitted under 24 C.F.R. 92.214(b)(1).

8.13 In accordance with 24 C.F.R. Part 92.504(c)(5), City must enter into a written agreement with each homebuyer that conforms with the requirements of 24 C.F.R. Part 92.254(a), the value of the property, principal residence, lease-purchase, if applicable, and the recapture provisions. The agreement must specify the amount of HOME Funds, the form of assistance, the use of funds, and the time by which the housing must be acquired.

ARTICLE 9 - FINANCIAL RESPONSIBILITY

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 92.505. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the HOME Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the HOME Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All HOME Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use HOME Funds provided under this Agreement only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all HOME Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any HOME Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

9.5.1 Use of any HOME Funds for ineligible Project expenses or activities, including any overpayments by County.

9.5.2 Any HOME Funds expended by City, or any of its Subcontractors, in violation of this Agreement.

In the event City is required to repay County any HOME Funds pursuant to this section, City shall repay such funds from nonfederal resources within thirty (30) days after the notice provided by County, and if not paid, County may, in its sole discretion, elect to withhold payment on any subsequent request for payment by City, or reduce City's obligation to repay County by making an administrative offset against any request for payment. County, in its sole discretion, may reallocate any funds City repays to County pursuant to the terms of this Agreement to other eligible HOME Program projects. This provision shall survive the expiration or earlier termination of this Agreement.

9.6 City shall account for Program Income, repayments, or recaptured funds, as described 24 C.F.R. Part 92.503 (collectively referred to "Program Income" for purposes of this Agreement), in accordance with the provisions of 24 C.F.R. Part 92.503. City shall report Program Income to County in the City's Quarterly Progress Reports. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year HOME Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 92.503, relating to Program Income under the HOME Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's HOME funding award in County's next HOME Program funding cycle, subject to the retention of a ten percent (10%) administrative fee payable to County.

9.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, City shall transfer to County any HOME Funds or Program Income on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement.

9.8 Withdrawal from the HOME Consortium.

9.8.1 If City elects to withdraw from the HOME Consortium in the subsequent

three (3) year consortia qualification period, and City is designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, and receive HOME funding to operate its own HOME Program, County shall transfer to City any Program Income in County's possession and attributable to City's HOME funding allocation, on the effective date of City's withdrawal from the HOME Consortium. Upon such transfer of the HOME funding to City, City shall assume all obligations and responsibilities attributable to such HOME funding.

9.8.2 If City elects to withdraw from the HOME Consortium in the subsequent three (3) year consortia qualification period, and City is not designated by HUD to be a HOME Participating Jurisdiction pursuant to 24 C.F.R. Part 92, Subpart C, City shall transfer to County, within sixty (60) days of the effective date of City's withdrawal from the HOME Consortium, any Program Income in City's possession and attributable to City's HOME funding allocation during the period of time City was a HOME Consortium member. County shall retain all obligations and responsibilities attributable to such HOME funding.

9.8.3 If City elects to withdraw from the HOME Consortium, and if the applicable three (3) year consortia qualification period overlaps with the term of this Agreement, City must provide County with notice of termination of this Agreement for convenience as provided in Article 11, and City shall transfer to County, within sixty (60) days of the effective of City's withdrawal from the HOME Consortium, any Program Income in its possession that is attributable City's HOME funding allocation during the period of time City was a member of the HOME Consortium.

9.9 City shall comply with 24 C.F.R. Part 92.351, relating to affirmative marketing and minority outreach programs. City shall comply with the Affirmative Marketing Policy set forth in Exhibit G, relating to marketing of the Project to Income Eligible Households.

ARTICLE 10. TERM OF AGREEMENT

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on September 30, 2021, unless terminated earlier or extended pursuant to the terms of this Agreement. City must ensure Project Completion prior to expiration of this Agreement. City must ensure Commitment of HOME Funds by no later than September 30, 2021. City shall expend the HOME Funds allocated to the Project within the term of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

ARTICLE 11. TERMINATION

11.1 This Agreement is subject to the availability of HOME Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the HOME Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

11.2 Termination for Cause.

11.2.1 In accordance with 2 C.F.R. Part 200.338, this Agreement may be terminated for cause by County, at the discretion of and through the County Administrator, if City fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from County identifying the breach. Any notice of termination provided by County pursuant to this section shall also provide City with an opportunity to appeal the action, and a copy of the appeal process shall be attached to the notice. City may file an appeal within five (5) days after receipt of County's notice of termination.

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within sixty (60) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.3; (vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any HOME Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the HOME Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

11.7 If City elects to terminate this Agreement or withdraw from the HOME Consortium in accordance with the provisions set forth in 24 C.F.R. Part 92, Subpart C, City shall not be entitled to receive any unused portion of the HOME Funds.

ARTICLE 12 - MISCELLANEOUS

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and, upon request to do so, City or its Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum of four (4) years after Project Completion, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 92.508. County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance

notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director
Broward County Housing Finance and
Community Redevelopment Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301
Email address: rstone@broward.org

For City:

David Santucci, City Manager
150 N.E. 2nd Ave.
Deerfield Beach, Florida 33441
Email: Dsantucci@deerfield-beach.com
Phone number: (954) 480-4261

With a Copy to:

Bill Ganz, Mayor
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email: web.commission@deerfield-beach.com
Phone Number: (954) 816-1936

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project, including any work, activities, or services provided by Subcontractors, shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the HOME Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

12.17 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 92. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City’s expenditures of HOME Funds, provided such changes do not result in an increase in the total amount of the HOME Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

12.18 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.19 Payable Interest.

12.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

12.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

12.23 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by

nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the ___ day of _____, 20__ (Agenda Item No. ___), and City of Deerfield Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

Signature

By: _____
Bertha Henry

Print Name

____ day of _____, 20__

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

By: _____
Sara F. Cohen (Date)
Assistant County Attorney

By: _____
Annika E. Ashton (Date)
Deputy County Attorney

SC
Deerfield Beach DPA
12/16/19
#483584

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH
PROVIDING FOR DISBURSEMENT OF HOME PROGRAM FUNDS FOR
HOMEBUYER PURCHASE ASSISTANCE FOR FISCAL YEAR 2019 – 2020

CITY

ATTEST:

CITY OF DEERFIELD BEACH

By: _____
City Clerk (SEAL)

By: _____
Mayor

____ day of _____, 20__

By: _____
City Manager

____ day of _____, 20__

I HEREBY CERTIFY that I have approved this
Agreement as to form and legal sufficiency
subject to execution by the parties:

By: _____
City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Fiscal Year: FY 2019-2020

Project Description: City of Deerfield Beach
Homebuyer/Purchase Assistance Program

HOME Funds Allocation: \$92,008

Program Income: \$0

Total Allocation: \$92,008

Project Description:

HOME Funds in the amount of Ninety-two Thousand and Eight Dollars (\$92,008) provided under the Agreement shall be used for homebuyer/purchase assistance activities. A minimum of one (1) income eligible homeowner shall be assisted in an amount up to Fifty Thousand Dollars (\$50,000) per household. Applicants will be processed by City on a first come, first served basis.

ATTACHMENT 1 TO EXHIBIT A

PROGRAM DESIGN

Program Summary

City shall ensure that each Income Eligible Household assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage in favor of County, which includes, but is not limited to, the following requirements:

- A five (5), ten (10), or fifteen (15) year term depending upon the loan amount and consistent with HOME affordability periods; 0% Deferred Payment Loan ("Loan").
- Loan due upon sale, transfer, lease, or if property is no longer the primary residence of the homeowner before the expiration of the Loan term.
- 20% for a 5-year loan, 10% for a 10-year loan, or 6.67% for a 15-year loan of the original balance forgiven each year on the anniversary date of the Loan, provided the property remains the primary residence of the homeowner and the homeowner complies with the terms of the Promissory Note and Mortgage.
- City will follow County's Subordination policy.

City will prepare and record all Mortgages and Promissory Notes in favor of County, in the form provided in Exhibit F.

City will forward all original Mortgages and Promissory Notes with a recorded copy to the County within thirty (30) days.

City will ensure that the Income Eligible Households list the County as an additional mortgagee on their insurance policies.

City shall comply with HUD Rules and Regulations governing the Project, including, but not limited to, the following:

- Property shall be in compliance with applicable local codes and the Florida Building Code, in accordance with 24 CFR Part 92.251, Property Standards.
- Lead-based paint testing and abatement, as needed, in accordance with 24 CFR Part 92.355.
- Income Eligible Homeowner shall refer to a household with a maximum household income less than 80% of County median income.

- Ensure compliance with the recapture and affordability restrictions set forth in the Agreement.

County will monitor all Mortgages and Promissory Notes recorded by City in favor of County.

County will prepare Subordination Agreements and Satisfactions of Mortgages, when requested by the homeowner, and as appropriate, if the requested subordination or satisfaction is in compliance with the County's subordination policy and Sections 27.209 and 27.210 of the Broward County Administrative Code, as applicable.

County Subordination Policy must be met for subordination to be considered:

- NO CASH OUT with HOME/ mortgages.
- Homeowner must retain at least 10% equity.
- Broward County must stay in second lien position.

City will ensure that each household has a written homeowner agreement as per HUD 24 CFR 92.504(c)(5)(i) prior to disbursing HOME funds.

Purchase Assistance	
Investment amount	Affordability period
Less than \$15,000	5 years
\$15,000-\$40,000	10 years
More than \$40,000	15 years

EXHIBIT B

BUDGET

CATEGORY		HOME FUNDS	OTHER FUNDING SOURCES	TOTAL
A.	Direct client subsidy	\$87,008	\$0	\$87,008
B.	Contractual Costs	\$5,000	\$0	\$5,000
C.	TOTALS	\$92,008	\$0	\$92,008

BUDGET NARRATIVE

A. Direct Client Subsidy: Cost of purchase for a minimum of one (1) Income Eligible Household at a maximum of Fifty Thousand Dollars (\$50,000). A balance of Thirty-seven Thousand Seven Dollars (\$37,008) included in Category A will be leveraged with additional funding sources to assist one (1) additional Income Eligible Household, as applicable.

B. Contractual Costs: Five Thousand Dollars (\$5,000) will be allocated towards City's consultant who will provide Project implementation, applications, income certifications, and other direct services.

C. Total HOME Funds available under Agreement = **\$92,008**

Allowable Cost for U.S. HUD Share of Budget

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Personnel (Salary) costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the City's overall employee compensation structure. City's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material/Supplies cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts/Contractual Services must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT C

PROJECT TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

WORK TASKS	START-UP	COMPLETION
Identify and process Income Eligible Households	December 2, 2019	January 30, 2021
Preparation and Execution of Homebuyer Agreements with Income Eligible Clients (Encumber funds)	March 2, 2020	March 31, 2021
Provide Quarterly Progress Reports to County	October 1, 2019	September 30, 2021
Final Invoice to County	September 1, 2021	September 30, 2021
Provide Final Report to County with Final Beneficiary Data	September 15, 2021	September 30, 2021

EXHIBIT D

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency Name:	
Person Preparing the Report:	
Signature and Title:	
Project Funding Year, Title and IDIS Activity Number:	
Project Start-Up Date:	
Project Completion Date:	
Amended Completion Date:(if applicable)	

B.1 Project Cost.

	Budget	Total Expenditures Up to Last Billing	Total Expenditures this Billing	Funds Expended To Date	Percentage
Total Project	\$	\$	\$	\$	%
HOME Funds	\$	\$	\$	\$	%
Other Funding (specify source below)	\$	\$	\$	\$	%

B.2 Declaration of Agency Budget Changes.

Program Income/Recapture: _____

Source of Program Income/Recapture: _____

B.3 Other Grant Awards.

Date(s): _____ Dollar Amount _____

Funding Source _____

B.4 Percent of Project Completed to date. _____ %

C. 1 Describe specific work tasks and qualified accomplishments completed this quarter:

<u>Work Tasks</u>	<u>Status (i.e., underway, pending, completed)</u>

C.2 Describe success or problems encountered with the Project:

C.3 Anticipated problems or concerns with the Project: Please identify technical assistance needed and/or requested from the Housing Finance and Community Redevelopment Division staff.

C.4 Anticipated advertisements and/or other contractual services: If applicable, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?

D. Program Objectives:

Work Tasks	Projected Yearly Total/ Performance	Quarterly Progress	Progress Yr-To- Date	Supporting Documentation

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable) assisted/served since execution of the Agreement.

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	HOUSING FINANCE AND COMMUNITY REDEVELOPMENT DIVISION																		
2	Quarterly Cumulative Progress Report																		
3	HOME Funded Activity Accomplishments																		
4	Exhibit "D" Continued																		
5	HOMEOWNER DPA - HOUSEHOLD ACCOMPLISHMENT DATA																		
6	Subrecipient:																		
7	Accomplishment Period: Is this a Final Report: *																		
8	Cells with an asterisk (*) have DROP DOWN OPTIONS-please click on cell below																		
9																			
10	LOCATION (TAB 1 IN IDIS)																		
11	IDIS Activity Number	HOME Funding Year *	First Name	Last Name	Street Address	City	County	Zip Code	HOME Assisted Units	Unit Qualified as Energy Star *	Section 504 Accessible Units *	Property Type *	Total Completed Units	Applicable Lead Paint Requirement *	Lead Hazard Remediation Actions *	FHA Insured *	First Time Homebuyer *	Homebuyer Counseling Provided *	
12							Broward												
13							Broward												
14							Broward												
15							Broward												
16							Broward												
17							Broward												
18							Broward												
19	COSTS (TAB 2 IN IDIS)																		
20	CHOOSE ONLY ONE HOME FUND TYPE-THIS FY ONLY!																		
21	ENTER APPLICABLE PUBLIC FUNDS (Fund Type/Name, Amount and FY)																		
22	ENTER APPLICABLE PRIVATE FUNDS (Fund Type/Name, Amount and FY)																		
23	Last Name	Amortized Loan \$	Grant \$	Deferred Payment Loan \$	Other \$	Non-Recorded Fees \$-Charged to this FY ONLY	Total \$ (THIS FY HOME FUNDS)	Other Federal Fund Type- Fund Name	Other Federal Fund \$	Other Federal Fund FY	Other State Fund Type- Fund Name	Other State Fund \$	Last Name	Tax Exempt Bonds	Total \$	Last Name	Private Loans \$	Owner Cash Contribution \$	
24	0						\$ -							0	\$ -	0			
25	0						\$ -							0	\$ -	0			
26	0						\$ -							0	\$ -	0			
27	0						\$ -							0	\$ -	0			
28	0						\$ -							0	\$ -	0			
29	0						\$ -							0	\$ -	0			
30	BENEFICIARIES (TAB 3 IN IDIS)																		
31	Unit Number	Number of Bedrooms *	Occupant *	% Median Income *	Hispanic or Latino *	Race *	Household Size *	Household Type *	Assistance Type *										
32																			
33																			

EXHIBIT E
REQUEST FOR PAYMENT

HOME Investment Partnerships Grant Program
Fiscal Year 2019 to 2020

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended through this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT F
FORM OF MORTGAGE AND PROMISSORY NOTE

Return recorded document to:
Broward County
Housing Finance and Community Redevelopment Division
110 N.E. 3rd Street, Suite 203
Fort Lauderdale, Florida 33301

Document prepared by:
[INSERT NAME OF PREPARER]
[INSERT ADDRESS OF PREPARER]

Approved as to form by:
Alicia C. Lobeiras, Esq.
Assistant County Attorney
115 South Andrews Ave., Suite 423
Fort Lauderdale, Florida 33301

HOME MORTGAGE TO SECURE LOAN

FOR HOMEBUYER PURCHASE ASSISTANCE

THIS HOME MORTGAGE TO SECURE LOAN ("Mortgage") made this ____ day of _____, 20__, between _____, a _____, whose address is _____ (hereinafter referred to as "Mortgagor"), and BROWARD COUNTY, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "Mortgagee").

A. Mortgagor is indebted to Mortgagee in the principal sum of _____ **Dollars (\$000.00)** ("Loan"), which indebtedness is evidenced by Mortgagor's HOME Promissory Note of even date herewith ("Note"), attached hereto as Exhibit A.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, Mortgagor does hereby mortgage, grant, and convey to Mortgagee the property described in Attachment A, located in the County of Broward, State of Florida, together with all improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the "Property."

Mortgagor agrees to secure to Mortgagee the payment of the Note, payable to Mortgagee, and agrees to comply with the terms and conditions set forth in 24 C.F.R. Part 92, HOME Investment Partnerships Program, including the applicable affordability periods established by the Broward County Housing Finance and Community Redevelopment Division.

The sums secured under this Mortgage are provided in the form of a zero percent (0%) interest rate, deferred payment, forgivable loan. [____ percent (____%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of the Note, provided the Mortgagor complies with all the terms of this Mortgage and the Note.] Upon the expiration of the term of this Mortgage as provided in Section 2 hereof, so long as Mortgagor has complied with all the terms of this Mortgage and the Note, and no Event of Default has occurred or is occurring, the Mortgage shall be deemed satisfied and, upon request of Mortgagor, Mortgagee shall execute a Satisfaction of Mortgage. Mortgagor shall pay all costs of recordation of the Satisfaction of Mortgage, if any. If, however, the Mortgagor sells or transfers title to the Property used to secure this Mortgage prior to the full term of the Loan, or fails to comply with any terms and conditions of this Mortgage or the Note, the outstanding principal amount of the Note securing this Mortgage shall immediately become due and payable to Mortgagee.

This Mortgage shall be a _____ [insert position] mortgage on the Property.

Mortgagor hereby further covenants and agrees as follows:

1. **Payment of Principal.** Mortgagor shall pay when due the outstanding principal under the Note in accordance with the terms of the Note.

2. **Term of Mortgage.** The term of this Mortgage shall be [] () years from the date of execution of the Note.

3. **Charges.** Mortgagor shall pay, prior to becoming delinquent, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments.

4. **Insurance.**

(a) Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires.

(b) The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's right to disapprove Mortgagor's choice, which right shall not be exercised unreasonably. All premiums on insurance policies shall be paid by Mortgagor, when due, directly to the insurance carrier.

(c) All insurance policies required by Mortgagee and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or an additional loss payee. Mortgagee shall have the right to hold the policies and renewals thereof, and Mortgagor shall promptly furnish to Mortgagee all rental notices and all receipts of paid premiums.

(d) In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor.

(e) If Mortgagor abandons the Property, Mortgagee may file, negotiate, and settle any available insurance claim and related matters. If Mortgagor does not respond within thirty (30) days to a notice from Mortgagee that the insurance carrier has offered to settle a claim, then Mortgagee may settle the claim. In either event, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

(f) If, under Section 16 hereof, the Property is acquired by Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property, prior to the sale or acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. **Purpose of Mortgage.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor with respect to the Loan, as the same is evidenced by the Note, and all renewals, extensions, and modifications thereof. This Mortgage shall not be deemed released, discharged, or satisfied until the entire indebtedness evidenced by the Note is satisfied in full.

6. **Representations and Warranties.** Mortgagor represents and warrants that: (a) there are no actions, suits, or proceedings pending or threatened against or affecting Mortgagor or any portion of the Property, or involving the validity or enforceability of this Mortgage or the priority of its lien, (b) Mortgagor is

not in default under any other indebtedness or with respect to any order, writ, injunction, decree, judgment or demand of any court or any governmental authority; and (c) in connection with the Loan, Mortgagor has not made any material misrepresentations of fact relating to Mortgagor's income and eligibility for the Loan.

7. **Primary Resident.** As an inducement for Mortgagor to make the Loan, Mortgagor hereby agrees to and covenants that Mortgagor will be the primary resident(s) of the Property during the entirety of the term of the Mortgage and Note.

8. **Care of Property.**

(a) No building or other structure or improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Mortgagee. Mortgagor will not make, permit, or suffer any alteration or addition to any building or other structure or improvement now or which may hereafter be erected or installed upon the mortgaged property, or any part thereof, except the improvements, if any, required to be made with the proceeds of the Loan, nor will Mortgagor use, or permit or suffer the use of, any of the Property for any purpose other than the purpose or purposes for which the same is now used, without the prior written consent of Mortgagee.

(b) Mortgagor will maintain the Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, impairment, or deterioration of the Property, or make or permit to be made to the Property any alterations or additions that would have the effect of materially diminishing the value thereof or take or permit any action that will in any way increase any ordinary fire or other hazard arising out of the construction or operation thereof and will promptly comply with all of the requirements of federal, state, and local governments, or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof. If all or any part of the Property shall be damaged by fire or other casualty, the Mortgagor shall promptly restore the Property to the equivalent of its original condition regardless of whether or not there shall be any insurance proceeds therefore. If the Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of same as soon as practicable to Mortgagee. If a part of the Property shall be physically damaged through condemnation, the Mortgagor shall promptly restore, repair, or alter the remaining property in a manner satisfactory to the Mortgagee. Mortgagee's approval of such restorations, repairs, or alterations shall not be unreasonably withheld.

9. **Transfer of the Property; Assumption.**

(a) No part of the Property or an interest therein shall be sold or transferred by Mortgagor without the written consent of Mortgagee. If Mortgagor sells or transfers any interest in the Property, the outstanding principal amount of the Note secured by this Mortgage shall become immediately due and payable. If the outstanding principal amount of the Note becomes due and payable, Mortgagee shall provide Mortgagor notice of acceleration, in accordance with Section 16 hereof. Mortgagor shall pay the sums declared due and payable within thirty (30) days after the date of the notice. If Mortgagor fails to timely pay such sums, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by Section 17 hereof.

(b) Mortgagee may, at Mortgagee's option, waive its option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Property is to be sold or transferred to reach an agreement in writing that the credit of such person is satisfactory to Mortgagee, that the interest payable, if any, on the sums secured by the Mortgage shall be at such rate as Mortgagee shall request, and that all applicable income and affordability restrictions are met. Mortgagee shall release Mortgagor from the obligations under this Mortgage and the Note only if (i) Mortgagee waives its option to accelerate pursuant to this paragraph, and (ii) Mortgagor's successor in interest has executed a written assumption agreement, in form and substance satisfactory to Mortgagee, pursuant to which the successor in interest acquires all of Mortgagor's obligations under the Mortgage and the Note.

10. **Hazardous Substances.** Mortgagor shall not use, generate, store, or dispose of Hazardous Materials on the Property. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Laws. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit, or other action, of which the Mortgagor has actual knowledge, by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Laws. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Laws, and provide Mortgagor notice thereof. As used in this section, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Laws, including but not limited to the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section, "Environmental Laws" means federal, state, and local laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection, including but not limited to the Federal Resource Conservation and Recovery Act and the Federal Comprehensive Environmental Response, Compensation and Liability Act.

11. **Compliance with Laws.** Mortgagor shall comply with all federal, state, and local laws applicable to the Loan and the Property, including all requirements of the U.S. Department of Housing and Urban Development and 24 C.F.R. Part 92, as may be amended from time to time.

12. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants or agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, including but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankruptcy, Mortgagee, at Mortgagee's option, upon notice to Mortgagor, may make such appearances, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including but not limited to disbursement of reasonable attorneys' fees and entry upon the Property to make repairs.

13. **Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor reasonable notice prior to any such inspection.

14. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. The proceeds referred to in this paragraph shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or, if after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date of such notice, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property, or to the sums secured by this Mortgage.

15. **Event of Default.** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

A. Failure by Mortgagor to duly keep, perform, and observe any other covenant, condition, or agreement in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, for a period of ten (10) days after Mortgagor gives written notice specifying the breach.

B. If Mortgagor or any endorser or guarantor of the Note shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, wage earner's plan, assignment for the benefit of creditors, receivership, dissolution, or similar relief under any present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of the Mortgage for all or any of the properties of Mortgagor or of any guarantor or endorser of the Note; or if within thirty (30) days after commencement of any proceeding against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, debtor relief, or similar relief under any present or future federal, state, or other statute or law, such proceeding shall not have been dismissed or stayed on appeal; or if within the thirty (30) days after appointment without the consent or acquiescence of Mortgagor or of any endorser or guarantor of

the Note, of any trustee, receiver, or liquidator of Mortgagor or any endorser or guarantor of the Note, or of all or any portion of the Property, such appointment shall not have been vacated or stayed on appeal or otherwise; or if within ten (10) days after the expiration of any such stay, such appointment shall not have been vacated.

C. The entry by any court of last resort of a decision that an undertaking by the Mortgagor as herein provided to pay taxes, assessments, levies, liabilities, obligations or encumbrances is legally inoperative or cannot be enforced, or in the event of the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose or the manner of collection of any such taxes, so as to effect adversely this Mortgage or the debt secured hereby unless Mortgagor can and does in a proper and legal manner, pay any and all sums of whatever kind which may be incurred or charged under such new or modified law.

D. If foreclosure proceedings should be instituted on any mortgage inferior or superior to the Mortgage, or if any foreclosure proceeding is instituted on any lien of any kind which is not dismissed or transferred to bond within thirty (30) days after the service of foreclosure proceedings on Mortgagor.

E. Any default under any mortgage that is superior or inferior to the Mortgage. Mortgagor shall have the affirmative obligation to immediately notify Mortgage in writing of the occurrence or existence of any such default.

F. Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note or this Mortgage related to the funding assistance provided.

G. Any action prohibited herein.

H. The transfer or lease of the Property to a third party.

I. The abandonment or vacation of the Property by Mortgagor whereby said Mortgagor ceases to reside and occupy the Property as his or her principal residence.

16. **Acceleration; Remedies.** Except as provided in Section 9(b) hereof, upon the occurrence of an Event of Default, Mortgagee, prior to acceleration, shall mail notice to Mortgagor as provided in Section 20 hereof specifying: (1) the Event of Default; (2) the action required to cure such Event of Default; (3) a date, not less than thirty (30) days after the date the notice is received by Mortgagor, by which such Event of Default must be cured to the satisfaction of Mortgagee; and (4) that failure to cure such Event of Default on or before the date specified in the notice may result in any action in law or equity, as Mortgagee determines to be most effectual to enforce Mortgagor's obligations, including an action for specific performance, acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of an Event of Default or any other defense of Mortgagor to acceleration and foreclosure. If the Event of Default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorneys' fees and costs of title evidence.

17. **Remedies Cumulative.** All remedies provided in this Mortgage are separate, distinct, and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently, or successively. No act of Mortgagee shall be construed as an election to proceed under any provision or covenant herein to the exclusion of any other, notwithstanding anything herein to the contrary.

18. **Mortgagor's Right to Reinstate.** Notwithstanding the Mortgagee's right to acceleration of the sums secured by this Mortgage, Mortgagor shall have the right to have any proceedings initiated by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage had no acceleration occurred; (b) Mortgagor cures all breaches of this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this

Mortgage, including but not limited to reasonable attorneys' fees; and (d) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien secured by this Mortgage, Mortgagee's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall remain in full force and effect as if no acceleration had occurred. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Recordation.** This Mortgage and the Note shall be recorded in the Public Records of Broward County, Florida.

20. **Notice.** Except for any notice required under applicable law to be given in another manner, any notice to Mortgagor or Mortgagee provided for in this Mortgage shall be given by mailing such notice by certified mail, return receipt requested, addressed to the party for whom it is intended at such party's respective address set forth above in the introductory paragraph to this Mortgage.

21. **Governing Law.** This Mortgage shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Mortgage shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Mortgage must be litigated in federal court, the exclusive venue shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in this venue. The parties both waive any defense that the venue in Broward County is not convenient. **BY ENTERING INTO THIS MORTGAGE, MORTGAGOR AND MORTGAGEE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MORTGAGE.**

22. **Attorneys' Fees and Costs.** As used in this Mortgage and in the Note, "attorney's fees" shall include those fees and costs, if any, which may be awarded by a trial or appellate court.

23. **Heirs, Successors, and Permitted Assigns; No Oral Modifications.** This Mortgage shall be binding upon and shall extend to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by Mortgagor and Mortgagee.

24. **Jointly and Severally Bound.** Mortgagor and others who may become liable for all or any part of the obligations under this Mortgage, hereby agree to be jointly and severally bound by this Mortgage and jointly and severally waive demand, protest, notice of nonpayment, and any and all lack of diligence or delays in collection or enforcement hereof, and specifically consent to any extension of time, release of any party liable for this obligation, including any maker, or acceptance of other security therefor. Any such extension or release may be made without notice to said party and without in any way affecting the liability of such party.

25. **No Waiver; Mortgagor Not Released.** It is expressly agreed and understood that a waiver by Mortgagee (which waiver shall only be valid if given in writing) of any right or rights conferred to it hereunder with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by Mortgagee in enforcement of any right or remedy hereunder shall not constitute or be deemed a waiver of such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate the maturity of the indebtedness secured by this Mortgage. An extension of time for payment or a modification of the amortization of the sums secured by this Mortgage granted by Mortgagee to Mortgagor or any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of Mortgagor or Mortgagor's successor in interest. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the amortization of the sums secured by this Mortgage by reason of any demand made by the Mortgagor or Mortgagor's successor in interest.

26. **Severability.** If any provision, or part thereof, contained in this Mortgage is, for any reason, held to be invalid, illegal, unenforceable in any respect, or in conflict with applicable law, such invalidity, illegality, unenforceability, or conflict shall not affect any other provision (or remaining part of the affected provision) of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal, unenforceable, or conflicting provision (or part thereof) had never been contained herein, but only to the extent it is invalid, illegal, unenforceable, or in conflict with applicable law.

27. **Captions.** The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

28. **Further Assurances.** Mortgagor shall cooperate with County to modify and re-record this Mortgage and/or the Note to the extent modification is required (i) to correct any defect or error in the Mortgage and/or Note, or (ii) for compliance with applicable federal, state, or local law.

IN WITNESS WHEREOF, MORTGAGOR, _____, has executed this Mortgage.

WITNESSES:

MORTGAGOR

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20____.

By: _____

(Print or Type Name)

____ day of _____, 20____.

STATE OF FLORIDA)
) SS
County OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large
Commission No. _____

My Commission Expires:

ATTACHMENT A

To

Mortgage to Secure Loan for HOME Activities

Legal Description:

Parcel Identification Number:

Street Address:

EXHIBIT A TO MORTGAGE
HOME PROMISSORY NOTE
HOMEBUYER PURCHASE ASSISTANCE
Forgivable Loan

\$ (Amount to be inserted) _____, 20__

FOR VALUE RECEIVED, the undersigned _____ ("Maker"), whose address is _____ Florida 33____, promises to pay to the order of BROWARD COUNTY, a political subdivision of the State of Florida, hereof ("Holder") at Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, or such other location or address as Holder may from time to time designate in writing, the principal sum of _____ Dollars (\$000.00) ("Loan") to be paid in lawful U.S. currency.

1. The real property ("Property") securing this Loan is legally described as set forth in Exhibit A attached. This HOME Promissory Note ("Promissory Note") is secured by a HOME Mortgage to Secure Loan ("Mortgage") of even date herewith executed in favor of Holder, and recorded simultaneously therewith in the Public Records of Broward County, Florida, encumbering the Property, subject to no exceptions.
2. Holder is a recipient of HOME Investment Partnerships Program ("HOME") grant funds from the United States Department of Housing and Urban Development ("HUD") for eligible activities set forth in 24 C.F.R. Part 92.
3. The Loan provided under this Promissory Note is a zero percent (0%) interest rate, deferred payment, forgivable loan. [____ percent (____%) of the initial Loan principal amount shall be forgiven each year on the anniversary of the date of execution of this Promissory Note, provided the Maker complies with all the terms of the Mortgage and this Promissory Note.] On the anniversary date of the ____ (____) year of the date of execution of this Promissory Note, the Mortgage shall be deemed satisfied, and the outstanding principal amount of this Promissory Note shall be forgiven if Maker is in compliance with the terms of the Mortgage and this Promissory Note. If, however, Maker (i) sells or transfers title to the Property used to secure this Promissory Note prior to the full term of the Loan, (ii) fails to utilize the Property for the purposes stated in the Mortgage, or (iii) fails to comply with the terms and conditions of the Mortgage, the outstanding principal amount of this Promissory Note shall immediately become due and payable to Holder.
4. Upon completion of the term of this Promissory Note and payment of all amounts due hereunder, if any, and provided that Maker complies with all other covenants and conditions of the Mortgage and this Promissory Note, then this Promissory Note and the Mortgage shall terminate and, upon request of Maker, Holder shall execute a Satisfaction of Mortgage.
5. If this Promissory Note is reduced to judgment, such judgment shall bear the statutory interest rate on judgments.
6. This Promissory Note may be prepaid in whole or in part at any time, without penalty or premium. Any prepayment hereunder shall be applied first to unpaid costs of collection, servicing fees, and late charges, if any, then to accrued, deferred, and unpaid interest, and the balance, if any, to the principal balance.

7. In the event of default in the terms or conditions of this Promissory Note, and if the same is enforced by an attorney at law, Maker hereby agree(s) to pay all costs of collection, including reasonable attorney's fees. Notwithstanding any of the preceding provisions, Holder shall be entitled to collect a late fee on any principal amount due and payable by Maker, in such amount as may have been adopted by Resolution of the Broward County Board of County Commissioners and set forth in the Broward County Administrative Code, at the time of the execution of this Promissory Note.

8. Except for any notice required under applicable law to be given in another manner, all notices under this Promissory Note shall be provided as specified in Section 20 of the Mortgage.

9. No delay or omission on the part of Holder in the exercise of any right hereunder shall operate as a waiver of such right or of any other right under this Promissory Note. No waiver of any of Holder's rights under this Promissory Note shall be binding upon Holder unless Holder approves such waiver in writing. A waiver by Holder of any right or remedy conferred to it hereunder on any one occasion shall not be construed as a bar to, or waiver of, any such right or remedy as to any future occasion.

10. This Promissory Note shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Promissory Note shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Promissory Note must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS PROMISSORY NOTE, MAKER AND HOLDER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PROMISSORY NOTE.**

11. In the event that any provision of this Promissory Note is held to be unenforceable under the law, all remaining provisions of this Promissory Note shall be binding, valid, and enforceable.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, MAKER, _____, has executed this Note.

WITNESSES:

MAKER

Sign Name: _____

By: _____

Print Name: _____

Sign Name: _____

(Print or Type Name)

Print Name: _____

____ day of _____, 20__.

By: _____

(Print or Type Name)

____ day of _____, 20__.

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, as _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____

Notary Public, State of Florida at Large

Commission No. _____

My Commission Expires:

EXHIBIT A TO PROMISSORY NOTE
LEGAL DESCRIPTION

EXHIBIT G

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners, and potential tenants about Federal Fair Housing Laws, compliance with 24 CFR 92.35, Affirmative Marketing; minority outreach program, and the marketing policy of the Housing Finance and Community Redevelopment Division.

From time to time, City shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. PRACTICES AND PROCEDURES

City must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Redevelopment Division.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

City shall endeavor to notify the public of its programs by conducting special outreach activities including, but not limited to, community organizations, places of worship, employment centers, fair housing groups, and housing counseling agencies.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of City to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of

notification of violations by the Division shall result in suspension of undisbursed HOME Funds under the Agreement.

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, disability, religion, or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnerships Program (HOME) Funds obtained through the HOME Program in accordance with Title VIII of the Civil Rights Act of 1968 (Fair Housing Act) and the Fair Housing Amendment Acts of 1988, 42 U.S.C. 3601 et seq., and implementing regulations set forth in 24 CFR Parts 100, 103, and 104.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or City or any employee of the Housing Finance and Community Redevelopment Division or City may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-family housing projects are designed to increase the supply of rental housing for low and very low-income families. However, in the event that displacement occurs, relocation will be conducted in accordance with 24 CFR Part 92.353, Displacement, relocation, and acquisition, and information on this policy may be obtained from the Broward County Housing Finance and Community Redevelopment Division, 110 N.E. 3rd St., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Redevelopment Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-16

Agenda Date: 2/4/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use Agreement with Toastmasters International d/b/a Club Paradise Toastmasters - 1567808 for public speaking and leadership classes at the Hillsboro Community Center; approving the waiver of facility use fees to support the training within the City; providing for execution, severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach has partnered with Toastmasters International D/B/A Club Paradise Toastmasters to offer classes to the public that allows for participants to practice public speaking, improve on communication skills and also build leadership skills.

Toastmasters International is a non-for-profit educational organization.

Previously Toastmasters International utilized the Old School House to offer these classes. However, the classes were moved to the Hillsboro Community Center.

Current Activity

With the Toastmaster International classes now being offered at the Hillsboro Community Center it is necessary for the City and Toastmasters to enter into a Facility Use Agreement as they are requesting use of the facility at no charge.

The Facility Use Agreement is for non-exclusive use of the Hillsboro Community Center, one time a week, for fifty (50) weeks at no charge. The organization must use best efforts to maintain a minimum of 30% of the total participants as residents of Deerfield Beach. A \$150.00 security deposit will be required and they must submit the proper insurance and indemnification. They must follow all facilities rules and regulations.

Recommendation

It is the recommendation of staff to approve the Facility Use Agreement between the City and Toastmasters International.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT WITH TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE TOASTMASTERS - 1567808 FOR PUBLIC SPEAKING AND LEADERSHIP CLASSES AT THE HILLSBORO COMMUNITY CENTER; APPROVING THE WAIVER OF FACILITY USE FEES TO SUPPORT THE TRAINING WITHIN THE CITY; PROVIDING FOR EXECUTION, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Toastmasters International d/b/a Club Paradise Toastmasters – 1567808 (“Toastmasters”) is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates Hillsboro Community Center, which is suitable for use by Toastmasters for its public speaking and leadership classes and programming (the “Training”); and

WHEREAS, Toastmasters has requested the use of the Hillsboro Community Center to conduct the Training not to exceed one night per week for approximately 50 weeks (the “Facility Usage”); and

WHEREAS, Toastmasters has committed to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by City residents and has requested a waiver of facility use fees to support the Training within the City; and

WHEREAS, City staff recommends approving the Facility Use, and a Facility Use Agreement with Toastmasters, attached as Exhibit “A”, (the “Agreement”) to support the Training within the City for an initial one year period, with two additional annual renewal options; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Facility Use and the waiver of fees for the Facility Use (the “Fee Waiver”), and authorize execution of the Agreement with Toastmasters.

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 authorizes and approves the Facility Use by Toastmasters for the Training subject to the terms of the Agreement.

Section 3. The City Commission finds that the Fee Waiver for the Facility Use in accordance with the terms of the Agreement serves the public interests of the citizens of the City and is hereby approved.

Section 4. The City Commission approves the Facility Use Agreement with Toastmasters in a form acceptable to the City Attorney. The City Manager is authorized to execute the Agreement with Toastmasters, attached as Exhibit "A", together with such non-substantial changes that are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 7. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE
TOASTMASTERS - 1567808**

This Agreement (the "Agreement") is made and entered into this _____ day of January, 2020, between the City of Deerfield Beach, Florida, (the "CITY"), and Toastmasters International d/b/a Club Paradise Toastmasters - 1567808 (the "LICENSEE").

WHEREAS, LICENSEE is a not-for-profit educational organization that teaches public speaking and leadership skills through a worldwide network of clubs; and

WHEREAS, the City owns and operates facilities, including the Hillsboro Community Center, which are suitable for use by the LICENSEE for LICENSEE's public speaking and leadership classes (the "Training"); and

WHEREAS, LICENSEE desires to obtain a non-exclusive license to use areas of the Hillsboro Community Center approved by the City (the "Permitted Area") to administer LICENSEE's Training in accordance with applicable law (the "Training"); and

WHEREAS, LICENSEE has requested the use of Permitted Area at no charge no more than one time per week for fifty weeks to support the Training within the City; and

WHEREAS, the CITY agrees to permit LICENSEE to conduct LICENSEE's Training at the Permitted Area and to provide facility usage to support the Training within the City, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, CITY and LICENSEE do hereby agree as follows:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein.

Section 2. Scope of Work. LICENSEE shall administer the Training within the City at the Permitted Area in accordance with the Scope of Services, attached as Exhibit "A", and the terms and conditions of this Agreement. LICENSEE agrees to use best efforts to achieve a minimum of thirty percent (30%) of the total participation in the Training by residents of the City of Deerfield Beach.

Section 3. Term. This Agreement shall take effect upon the date of execution by the parties and shall continue until December 31, 2020, unless terminated or renewed as permitted herein (the "Term"). The City Manager (or designee) and Licensee may renew this Agreement for two additional one year terms by execution of a written Amendment signed by the parties.

Section 4. Licensee's Responsibilities.

- a. *Security Deposit.* Upon execution of this Agreement and prior to conducting any Training at the Permitted Area, LICENSEE shall pay a \$150.00 security deposit to the City.
- b. *Non-profit Status.* Upon execution of this Agreement, LICENSEE shall provide the City with a copy of LICENSEE's non-profit corporate status and any reasonable supporting documentation that may be requested by the City to verify such status.
- c. *List of Licensee's Attendees.* Prior to the first official Training, LICENSEE shall provide the City with (i) a list of each individual that will be providing any Training service or otherwise serving as a representative of LICENSEE, and (ii) a list of each participant in the Training together with the municipality of the home address of each participant.
- d. *Scheduling.* LICENSEE shall provide a schedule of the Training before the start of the training based on availability of the Permitted Area. The LICENSEE must attain from the City, a facility use permit (at no additional cost) for all scheduled activity. Any and all amendments to the original schedule must be submitted in writing five (5) business days prior to actual rescheduled classes to the Parks & Recreation Director or designee. It is understood by LICENSEE that it is one of many users of the city facility and that the CITY may not in all cases be able to permit the exclusive use of the facilities at all the times desired by LICENSEE.

LICENSEE acknowledges that all City run programs and functions take priority over scheduling of all other outside programming. All meetings and registrations that take place in the Permitted Area facilities must be approved by the City a minimum of two weeks prior to the event. All Licensee activities must fall within the Permitted Area's normal operating hours, unless approved by the Parks and Recreation Director in writing.

- g. *Damage to Facilities.* LICENSEE recognizes that the Permitted Area is a community focal point that the CITY wishes to maintain in pristine conditions. LICENSEE agrees it will take no action that would cause damage to the Permitted Area. In this regard, LICENSEE agrees not to cause damage to the landscaping or foliage to the Permitted Area. LICENSEE shall not cause any litter or debris to be left on the Permitted Area. Moreover, LICENSEE shall ensure that there shall be no consumption of alcoholic beverages or illicit drugs in the Permitted Area. LICENSEE agrees to a fine of \$100 per violation, if there is a violation of the aforementioned provision, which amounts may be deducted from any funds to be provided to Licensee by the City, if any. If there are conditions that occur during the Training that require an adjustment of security

deposit returned at the conclusion of the Training, LICENSEE shall pay any overages of fees within ten days of the conclusion of the Code Training.

- h. *Clean-up of Permitted Areas.* Immediately after each Training class, the LICENSEE shall be responsible for cleaning the areas used during the administration of any Training. LICENSEE further agrees to ensure that all trash will be placed in CITY receptacles. LICENSEE agrees to a fine of \$100 per violation for failure to adhere to this subsection, which amounts may be deducted from any funds to be provided to Licensee by the City. LICENSEE, at the conclusion of each Training class, must restore the site to a condition equal to that existing prior to the Training class. LICENSEE shall pay all costs for the repair and replacement of CITY property that is damaged during the Training.
- i. *Emergency Access and Dangerous Conditions.* LICENSEE agrees to provide all emergency access required by the CITY and its employees for the safety and welfare of the community and those attending the Training. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition in or about the Permitted Area which may be dangerous, LICENSEE shall immediately correct such condition or cease operations upon being notified so as not to endanger persons or property.

Section 5. City Support. The CITY agrees to provide LICENSEE with use of the Permitted Areas at no cost to support LICENSEE's Training within the City during the Term, subject to the terms and conditions of this Agreement (the "Grant"). Based upon this support, LICENSEE shall provide such financial information related to LICENSEE as provided for in City rules and regulations or as may be requested by the City Manager or designee. Upon request, LICENSEE agrees to submit a budget to the City with details on anticipated revenues and expenditures for the Training.

Section 6. Background Checks. LICENSEE shall comply with the City's Criminal Background Check Policy, Section 38-132 of the City Code, as such policy may be amended from time to time (the "Policy").

- a. LICENSEE shall be required to perform a criminal background check for any person employed by or under contract with the LICENSEE, and any LICENSEE representative, who is providing the Training or will be in or on city property (each is a "Volunteer") and the results of such background checks shall be provided to the City prior to any Volunteer utilizing a City facility for Training.
- b. Volunteers shall be prohibited from participating in Training at any City Facilities in the event: (i) they have not had a current background check conducted in accordance with the Policy, or (ii) the results of their background check reveal any of the disqualification factors set forth in the Policy.

- c. By signing this Agreement, LICENSEE acknowledges that LICENSEE has read and understands the Policy and agrees to abide by the background screening qualification standards set forth in the Policy with respect to LICENSEE's Volunteers. Further, LICENSEE agrees to provide written notice to the City immediately upon LICENSEE's knowledge of any occurrence that, under the Policy, would disqualify any Volunteer. The City shall have the right to immediately terminate this Agreement upon written notice to LICENSEE if LICENSEE fails to abide by the Policy.
- d. *Affidavit.* LICENSEE shall be required to submit an affidavit on a form provided by or approved by the City certifying compliance with the Policy, as may be amended from time to time. Such affidavit shall be submitted to the City Manager or designee prior to conducting any Code Training under this Agreement.

Section 7. Insurance and Indemnification.

- a. *Insurance.* LICENSEE shall provide the CITY with a copy of LICENSEE's liability insurance upon execution of this Agreement and prior to any Training taking place. LICENSEE shall maintain no less than the following amounts of insurance:

(1) Comprehensive general liability	\$1,000,000
(2) Property damage	\$1,000,000
(3) Automotive liability	\$1,000,000
(4) Worker's compensation	statutory requirement

The general liability and property damage insurance shall, at a minimum, cover the Licensee's trainers and representatives and the participants who are participating in any Training.

Each policy shall name the CITY as an additional insured and the LICENSEE shall deliver to the CITY a copy of the certificate of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the LICENSEE's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of \$300,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$300,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the LICENSEE, its agents, servants, or employees, or through the mere existence of the project under contract.

All policies shall be on an occurrence basis rather than a claims-made basis.

- b. The LICENSEE shall be responsible to the CITY for the acts and omissions of any subcontractor(s) or person(s) employed by Licensee or any other person authorized by the LICENSEE to participate in the Code Training.
- c. *Indemnification.* In addition to the insurance to be provided, LICENSEE agrees to indemnify, defend and hold the CITY, including City's officers, agents and employees, harmless against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) and causes of action of any kind of nature whatsoever arising from the acts, omissions or negligence of the LICENSEE, or its officers, agents, or employees, or Licensee's use and occupancy of any City Facilities or any breach of this Agreement, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action. Nothing contained in this Agreement is intended or shall be construed to waive the City's rights and immunities under the common law or Section 768.28, Florida Statutes.

Section 8. Compliance with Applicable Laws and Policies.

- a. In the conduct of its activities under this Agreement, LICENSEE shall comply in all material respects with all applicable federal, state, and local laws and regulations, as amended from time to time. LICENSEE shall obtain at its own expense all required licenses and permits for participation in the Training.
- b. *Compliance with Rules and Regulations.* LICENSEE will abide by all Parks and Recreation Department Rules and Regulations, including such regulations set forth by City ordinance, City resolution, and Chapter 50 of the City Code, all as may be amended from time to time, and which are incorporated herein by this reference. If LICENSEE violates any of the aforementioned provisions, LICENSEE agrees to a fine of \$100 per violation, or such fine amount as stated by the applicable ordinance, whichever is greater.

- c. LICENSEE agrees that should LICENSEE not comply with any provision in this Agreement, LICENSEE may not be permitted to participate in subsequent Training. The determination of compliance with the provisions in this Agreement shall be in the sole discretion of the CITY.

Section 9. Storage. The storage of materials and equipment belonging to LICENSEE in the City facilities is strictly prohibited. The LICENSEE agrees to be solely responsible for LICENSEE's items on City property and LICENSEE shall indemnify and hold the CITY harmless against any and all costs, damages, claims and expenses (including reasonable attorney's fees) arising in any manner from LICENSEE's storage of any equipment or materials on any City property, including but not limited to the Permitted Area.

Section 10. Termination. This Agreement may be terminated by LICENSEE upon thirty days written notice to the City of such termination in which event LICENSEE shall not be entitled to any additional use of the Permitted Area at no cost. The CITY shall have the right in its sole discretion to terminate this AGREEMENT with or without cause by giving thirty days notice to LICENSEE. If the CITY elects to terminate this AGREEMENT, the CITY shall return any unused portion of any security deposit paid by LICENSEE, unless it is necessary to be retained by the CITY to address unpaid fine violations or damages caused to any City facilities by LICENSEE.

This Agreement may be terminated by the City for cause if the LICENSEE is in breach of this Agreement and fails to correct the breach within ten days after written notice from the CITY identifying the breach. Upon receipt of such notice, and unless otherwise directed by the City in writing, LICENSEE shall immediately cease all activities at the Permitted Area.

Section 11. Audit Rights and Retention of Records.

A. During the Term of this Agreement and for three (3) years following the Agreement's expiration, the CITY shall have the right to audit the books, records, and accounts of the LICENSEE and its subcontractors that are related to the Training. The LICENSEE and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Scope of Services. All books, records, and accounts of the LICENSEE and its subcontractors 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 LICENSEE or its subcontractors, as applicable, shall make same available at no cost to the CITY in written form.

B. The LICENSEE and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time but, in any event, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period

or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the CITY to be applicable to the LICENSEE's and its subcontractors' records, the LICENSEE and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the LICENSEE or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the CITY's disallowance and recovery of any payment upon such entry.

Section 12. Coordination of Services. The CITY's primary representative/liaison during the performance of this Agreement shall be the Director of Parks and Recreation or Designee.

Section 13. City Reservation of Rights. The City reserves the right to order any participant who is deemed by the City, in its discretion, to be a threat to any participant or the public or City property or who flagrantly violates City policies, rules or regulations relating to facility usage to leave City grounds.

Section 14. Notices. Any notices or documents required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered mail, return receipt requested, addressed to the parties hereto at the respective addresses below, or at such other addresses as the parties may specify by written notice delivered in accordance with this Agreement:

City of Deerfield Beach: David Santucci,
City Manager
150 NE 2nd St.
Deerfield Beach, FL 33441

With a copy to: Anthony C. Soroka
City Attorney
1200 North Federal Highway, Suite 312
Boca Raton, FL 33432

Licensee: Mitch Cohen
9127 S. Jamaica Street, Suite 400
Englewood, CO 80112

Section 15. No Leasehold. LICENSEE and CITY intend that this document shall be a license and privilege, and that no leasehold or other interest in the land or Permitted Areas is conferred upon the user under the provisions of this Agreement. LICENSEE uses the Property in an "as is" condition.

Section 16. Public Records. LICENSEE shall comply with Chapter 119, Fla. Stat., Florida's Public Records Law. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the CITY to perform the Programs.
2. Upon request from 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 Chapter 119, Fla. Stat., 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 contract term and following completion of the contract if the LICENSEE does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the LICENSEE or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the contract, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE 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 public records, in a format that is compatible with the information technology systems of the CITY.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, OR 150 NE 2nd AVE. DEERFIELD BEACH, FL 33441.

Section 17. Miscellaneous.

- a) **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.
- b) **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.

- c) **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 of by that party.
- d) **Governing Law.** The validity of this Agreement and the interpretation and performance of all of its terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under or pursuant to this Agreement shall be in Broward County, in the State of Florida.
- e) **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
- f) **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.
- g) **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 party's further intention that this Agreement be construed liberally to achieve its intent.
- h) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- i) **Assignability.** This Agreement is not assignable.

[THE REMAINDER OF THIS AGREEMENT IS INTENTIONALLY LEFT BLANK]

**FACILITY USE AGREEMENT
BETWEEN THE CITY OF DEERFIELD BEACH
AND TOASTMASTERS INTERNATIONAL D/B/A CLUB PARADISE
TOASTMASTERS - 1567808**

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:

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

Samantha Gillyard, City Clerk

David Santucci, City Manager

LICENSEE

TOASTMASTERS INTERNATIONAL d/b/a
CLUB PARADISE TOASTMASTERS -
1567808

WITNESSES:

By: _____

Print Name and Title

Print Name

Print Name

EXHIBIT "A"

SCOPE OF SERVICES

Licensee shall administer the Training at the Permitted Area within the City of Deerfield Beach in accordance with all applicable laws, policies, rules and regulations. Licensee's use of the Permitted Area under this Agreement shall not exceed one night per week for approximately 50 weeks, except as provided below. Licensee agrees to provide Training opportunities to City employees.

Licensee agrees to use good faith efforts to coordinate with the City to create and implement a youth training program focusing on providing public speaking and leadership training to youth within the City (the "Youth Program"). The City Manager or designee and Licensee may, by written agreement, provide for additional use of the Permitted Area by Licensee for a Youth Program held in accordance with the terms of this Agreement.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2019-269

Agenda Date: 2/4/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of ITB #20-08-JW for Rental of Special Events Equipment and Supplies to A Universal Rentals and Events, Inc.; authorizing execution of an agreement with A Universal Rentals and Events, Inc.; 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

Fiscal Impact

Costs: Estimated \$37,500 across all specials events

Account Name: Various

Account Number: Various

Background/History

The Department of Parks and Recreation utilizes items such as tents, tables, chairs, lighting, table clothes, etc. during the production of various special events throughout the year. Therefore, the department deemed it necessary to seek the services of a qualified firm or individual to provide this equipment and supplies on an "as needed" basis.

The City of Deerfield Beach issued ITB #20-08-JW to solicit vendors for the Rental of Special Events Equipment and Supplies (details of this competitive solicitation process are attached).

Recommendation

The Purchasing and Contract Administration Division together with Parks and Recreation concluded that the response submitted by A Universal Rentals and Events, Inc. meets all the requirements of the ITB, and recommend awarding the contract to A Universal Rentals and Events, Inc.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF ITB #20-08-JW FOR RENTAL OF SPECIAL EVENTS EQUIPMENT AND SUPPLIES TO A UNIVERSAL RENTALS AND EVENTS, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH A UNIVERSAL RENTALS AND EVENTS, INC.; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach desires to enter into a contract with a qualified vendor to provide rental of special events equipment and supplies on an as needed basis for various City special events; and

WHEREAS, the City issued Invitation to Bid #20-08-JW for Rental of Special Events Equipment and Supplies (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun-Sentinel on November 22, 2019, and the notice was also sent to twenty-three prospective Offerors via the e-Procurement Marketplace; and

WHEREAS, twelve vendors viewed the ITB documents; and

WHEREAS, on December 12, 2019 at 11:00 a.m., the ITB due date and time, the Purchasing and Contract Administration Division (the “Division”) unsealed the one bid that was timely received from A Universal Rentals and Events, Inc. (“Universal”), and reviewed the bid to ensure it met the ITB requirements; and

WHEREAS, the Division met with the Parks and Recreation Department to discuss the bid and concluded that Universal’s bid met all the requirements of the ITB; and

WHEREAS, the Division recommends that the City Commission approve the award of the ITB to Universal, the sole responsive and responsible bidder to the ITB, and authorize execution of an agreement with Universal for rental of special events equipment and supplies for an initial one-year term, with two additional two-year renewal options (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of ITB #20-08-JW for rental of special events equipment and supplies to A Universal Rentals and Events, Inc.

Section 3. The City Manager is hereby authorized to execute an Agreement with

Universal in an amount not to exceed \$37,500 for the initial one year term, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Preston Pooser, Director of Parks and Recreation

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: December 17, 2019

SUBJECT: Rental of Special Events Equipment and Supplies, ITB #20-08-JW

The Purchasing and Contract Administration Division issued an Invitation to Bid for Rental of Special Events Equipment and Supplies, ITB #20-08-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on November 22, 2019. The notice was also sent to twenty-three (23) prospective Offerors via the e-Procurement Marketplace.
- Twelve (12) vendors viewed the documents of the ITB.
- On December 12, 2019 at 11:00 a.m. EST, the Purchasing and Contract Administration Division closed and unsealed one (1) response. The response was reviewed by the Purchasing and Contract Administration Division to ensure the response met the ITB requirements.
- The Offeror was A Universal Rentals and Events, Inc. that met all the ITB requirements.
- The Purchasing and Contract Administration Division discussed the response with Parks and Recreation staff and concluded that the City, will utilize A Universal Rentals and Events, Inc. and recommends awarding a contract to them.
- Reference checks conducted and revealed positive ratings.

In summary, A Universal Rentals and Events, Inc. was the responsive and responsible Offeror able to provide the best value and availability of the required products and services and meet all the ITB requirements; therefore, the award recommendation of this contract will be to A Universal Rentals and Events, Inc.

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

Att. Tabulation Sheets, Tab Summary, Bid Summary, Recommended Offerors Submittals, Vendor Reference – Check List and Performance Reference Surveys, Scope of Services

c: Cassi Waren, Assistant Director of Parks and Recreation

1	Group I - Tents: All frame tents must include cost of weights for tents, exit signs for tents, and fire extinguishers for tents with side walls – NO spikes						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	Lump Sum		\$12,576.50	\$12,576.50	
1.1	Frame Tent, 10' X 6' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
1.2	Frame Tent, 10' X 6' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
1.3	Frame Tent, 10' X 10' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$105.00	\$105.00	
1.4	Frame Tent, 10' X 10' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$65.00	\$65.00	
1.5	Frame Tent, 10' X 20' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$190.00	\$190.00	
1.6	Frame Tent, 10' X 20' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$150.00	\$150.00	
1.7	Frame Tent, 20' X 20' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$260.00	\$260.00	
1.8	Frame Tent, 20' X 20' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$190.00	\$190.00	
1.9	Frame Tent, 20' X 30' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$350.00	\$350.00	

1.10	Frame Tent, 20' X 30' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$275.00	\$275.00	
1.11	Frame Tent, 20' X 40' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$475.00	\$475.00	
1.12	Frame Tent, 20' X 40' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$375.00	\$375.00	
1.13	Frame Tent, 30' X 60' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1,080.00	\$1,080.00	
1.14	Frame Tent, 30' X 60' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$895.00	\$895.00	
1.15	Frame Tent, 40' X 50' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1,150.00	\$1,150.00	
1.16	Frame Tent, 40' X 50' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$995.00	\$995.00	
1.17	Frame Tent, 40' X 60' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1,395.00	\$1,395.00	
1.18	Frame Tent, 40' X 60' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1,195.00	\$1,195.00	

1.19	Frame Tent, 40' X 80' with Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1,795.00	\$1,795.00	
1.20	Frame Tent, 40' X 80' without Side Walls						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1,595.00	\$1,595.00	
1.21	Addition of String Lights/Deco Lighting for Tents						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	Lump Sum		\$25.00	\$25.00	10 x 10, & 10 x 20 Tents Lighting - \$25.00/Tent 20 x 20 x 30 & 20 x 40 Lights - \$40.00/Tent 30 x 60 Lights - \$40.00/Tent 40 x 50 & 40 x 80 Lights - \$60.00/Tent
1.22	Addition of Decorative Tent Fence Panels						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	Lump Sum		\$15.00	\$15.00	
1.23	Addition of Portable Flooring/Carpeting for Tents						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	Lump Sum		\$1.50	\$1.50	Black Plywood Flooring - \$1.50/Sq ft. Vinyl Flooring (Without Sub Floor if on Grass) - \$2.00/Sq ft. Carpet - \$2.00/Sq ft.
2	Group II - Tables, Linens, Chairs						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1			\$365.25	\$365.25	
2.1	Table, Rectangular, 48" X 30"						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$5.00	\$5.00	
2.2	Table, Rectangular, 72 X 30						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$6.00	\$6.00	

2.3	Table, Rectangular, 96" X 30"						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$8.00	\$8.00	
2.4	Table, Round, 30" X 30" Cocktail						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$8.00	\$8.00	
2.5	Table, Round, 36" X 30"						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$8.00	\$8.00	
2.6	Table, Round, 48" X 30"						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$7.00	\$7.00	
2.7	Table, Round, 60" X 30"						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$8.00	\$8.00	
2.8	Table, Round, 72" X 30"						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$10.00	\$10.00	
2.9	Linen for 48" X 30" Rectangular Table						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional
2.10	Linen for 72" X 30" Rectangular Table						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.11	Linen for 96" X 30" Rectangular Table					
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.12	Linen for 30" Round Cocktail Table					
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.13	Linen for 36" Round Table					
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.14	Linen for 48" Round Table					
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.15	Linen for 60" Round Table					
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.16	Linen for 72" Round Table					
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
A Universal Rentals and Events	1	ea		\$10.00	\$10.00	Price quoted for White, Black or Ivory LinensColored linen will be \$2.00 additional

2.17	Folding Chair						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1.00	\$1.00	White or Black

2.18	Stacking Chair						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$2.50	\$2.50	

2.19	Padded Chair						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$2.25	\$2.25	

2.20	Portable Air Conditioning Unit						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$1.00	\$1.00	10 x 10, 10 x 20, - Standard AC Price (Power is Additional if Required) - \$350.00Any Tent 20 x 20 or Larger is - \$1.00/Sq. Ft (Include AC Unit & Installation) (Power is Additional if Required)

2.21	Hanging Fan						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$15.00	\$15.00	20" Hanging Fan

2.22	Standing Fan						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$30.00	\$30.00	30" Pedestal Fan

2.23	Portable Bar						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	ea		\$60.00	\$60.00	Black Portable bar

2.24	10' x 14' Pipe and Drape (12')						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
							Price Quoted: \$8.00/Linear ft. in White or Black Polyester. Includes Set up & Weights. Adjustable 8ft - 12ft.
	A Universal Rentals and Events	1	ea		\$112.00	\$112.00	

2.25	Red Carpet						
	Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
							Price Quoted/Linear Ft. in Red
	A Universal Rentals and Events	1	ea		\$1.50	\$1.50	

3	Group III – Additional delivery, set-up, tear-down and pick-up fees						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	Lump Sum		\$450.00	\$450.00	

3.1	Holiday Rates for delivery, set-up, tear-down and pick-up						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
							Set up of Tents Included. Set up of Tables, Chairs & Linens will be additional
	A Universal Rentals and Events	1	Lump Sum		\$75.00	\$75.00	

3.2	Weekend Rates for delivery, set-up, tear-down and pick-up						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
							Set up of Tents Included. Set up of Tables, Chairs & Linens will be additional
	A Universal Rentals and Events	1	Lump Sum		\$75.00	\$75.00	

3.3	After Business Hours Rates for delivery, set-up, tear-down and pick-up						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
							Set up of Tents Included. Set up of Tables, Chairs & Linens will be additional
	A Universal Rentals and Events	1	Lump Sum		\$150.00	\$150.00	

3.4	Permit Filing Fee						
	Supplier	QTY	UOM	Estimated	Price	Extended	Supplier Notes
	A Universal Rentals and Events	1	Lump Sum		\$150.00	\$150.00	

Event Number	20-08-JW	Organization	City of Deerfield Beach
Event Title	Rental of Special Events Equipment and Supplies	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach (City) seeks the services of a	Event Owner	Jeremin Worlds
Event Type	ITB (Commodity)	Email	jworlds@deerfield-beach.com
Issue Date	11/22/2019 09:00:00 AM (ET)	Phone	(954) 480-4415
Close Date	12/12/2019 11:00:00 AM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
A Universal Rentals and Events	Margate	FL	12/11/2019 03:57:42 PM (ET)	50	\$13,391.75

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

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Jeremin Worlds Senior Buyer
Email jworlds@deerfield-beach.com
Phone (954) 480-4415
Fax (954) 480-4388

Bid Number 20-08-JW
Title Rental of Special Events Equipment and Supplies
Bid Type ITB (Commodity)
Issue Date 11/22/2019 09:00 AM (ET)
Close Date 12/12/2019 11:00:00 AM (ET)

Contact Information

Address 401 SW 4th St.
Deerfield Beach, FL 33441
Contact Jeremin Worlds, Senior Buyer
Department Purchasing Division
Building A
Floor/Room 2nd
Telephone (954) 480-4415
Fax (954) 480-4388
Email jworlds@deerfield-beach.com

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
A Universal Rentals and Events	Rishi Jaglal	Margate, FL	rishi74jaglal@gmail.com	Manual
Allure Party Rentals		Pompano Beach, FL	bruno@allurepartyrentals.com	Auto
Chaser Entertainment	Chase Blake	Boca Raton, FL	chaserentertainment@gmail.com	Auto
Chateau Alice Designs	Chateau Alice Designs	Oakland Park, FL	christina@chateaulicedesigns.com	Auto
Elegant Parties (Pembroke Pines Flowers and Gifts, Inc)	Yvonne Rodriguez	Pompano Beach, FL	Juan@elegantparties.com	Auto
Facillitee, Inc.	Damien Condo	North Palm Beach, FL	dcondo@facillitee.com	Auto
Holiday Lighting Designs, Inc	Holiday Lighting Designs, Inc.	Lake Worth, FL	sue@floridalightingdesigns.com	Auto
Inafec Productions, Inc	Vince Harper	West Palm Beach, FL	inafec@yahoo.com	Auto
J & E Construction	Jorge Guinovart	Miami, FL	jorge@jeconstruct.com	Auto
KANKO (Floyd's Chores & Odd Jobs)	Brain Woods	Dallas, TX	kankobidops@gmail.com	Auto
LS Events LLC dba Via Americas	Luciano	FORT LAUDERDALE, FL	luciano@viaamericas.us	Auto
Media Stage Inc.	Kenneth Sutton	Sunrise, FL	ksutton@mediastage.com	Auto
MMB Events	Marline Monestime	Miramar, FL	marlinemonestime@gmail.com	Auto
Roc-Off Productions, Inc	Carla Roche	Davie, FL	chulshoff@roc-off.com	Auto
Show Biz Productions (Show Biz Productions of Florida, LLC)	Marla Lasine	Pompano Beach, FL	showbizpro@aol.com	Auto
Siemens Financial Services, Inc.	Eric Herman	Malvern, PA	eric.herman@siemens.com	Auto
Sparkling USA Company, Inc	Marcos Torres	Pompano Beach, FL	adealsparklingusacompany@gmail.com	Auto
Strategic Events Solutions, LLC.	Sharnell Jackson	Coral Springs, FL	sesolutionssj@gmail.com	Auto
Tastebuds Design Event	Elizabeth Morales	Miami, FL	info@tastebudsdesignevent.com	Auto
Tents N Events	Richard Centauro	Margate, FL	tentnevent@aol.com	Auto
Vanguard Utility Service, Inc.	Beth Foutz	Owensboro, KY	sales@vusinc.com	Auto
Vivre Sans Peur, Inc	Darrren Chan	Boca Raton, FL	darren.chan@vsp-grp.com	Auto
Wonolo		San Francisco, CA	robp@wonolo.com	Auto

External Invitations

Bid Notes

The City of Deerfield Beach (City) seeks the services of a qualified firm or individual to provide Rental of Special Events Equipment and Supplies on an as needed basis for various City special events and holidays. Examples of City special events and holidays include: Martin Luther King Day/Black History, Pioneer Days, Boots Bourbon, Festival of the Arts and various holidays such as 4th of July Celebration.

Bid Activities

Date	Name	Description
12/5/2019 05:00 PM (ET)	Last Day the City Will Issue Addenda	Addenda will be released via the eProcurement Marketplace when necessitated. This is the last date and time the City will issue an addendum.

Bid Messages

Date	Subject	Message
12/09/19	Bid Closing Reminder	Dear Supplies: This is a courtesy reminder that this solicitation opportunity will be closing on Thursday, December 12, 2019, at 11:00 AM. If you are not submitting a response to this ITB, please provide your reasons via email to Jeremin Worlds at jworlds@deerfield-beach.com. Thank you.

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	20-08-JW ITB Package.pdf	Invitation to Bid Package
Header	20-08-JW Attachment A - Vendor Performance Ref Verification Survey Form .pdf	Vendor Performance Reference Verification Survey Form. The Vendor Performance Reference Verification Survey Form shall be completed by your five (5) references and provide it with you response attachments.
Header	20-08-JW Attachment B - Draft Contract.pdf	Draft Contract. THIS DOCUMENT IS NOT REQUIRED WITH THE RESPONSE. THIS DOCUMENT SHALL BE EXECUTED BY THE SUCCESSFUL BIDDER.
Header	20-08-JW Attachment C - Background Check Affidavit.pdf	Background Check Affidavit. THIS DOCUMENT IS NOT REQUIRED WITH THE RESPONSE. THIS DOCUMENT SHALL BE EXECUTED BY THE SUCCESSFUL OFFEROR PRIOR TO COMMENCING THE WORK.
Header	20-08 Exhibit A - Tentative Schedule of Events.pdf	Tentative Schedule of Events

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Experience and Qualifications : Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.
2	YES	Past Projects : Offeror shall identify two (2) projects within a minimum of three (3) years where the Offeror has provided similar services as requested in this solicitation. Please provide the following information for each project: 1. The name of the project, the owner, year performed and the project location. 2. A description of the project. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in charge of the project.
3	YES	Proof of Insurability : Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.
4	YES	Copies of Applicable Licenses and Certifications : Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.
5	NO	Certified Business Entity (CBE) Certification : Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.
6	NO	Schedule of Participation from Disadvantage Business Entity(s) : Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

7	NO	Ethics Code Disclosure : a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)
8	YES	Attachment A – Vendor Performance Reference Verification Survey Form : Offerors shall complete the Vendor Performance Reference Verification Survey Form. The Vendor Performance Reference Verification Survey Form shall be completed by your five (5) references and provide it with your Response Attachments.
9	NO	Compliance with Florida Fictitious Name Statute : If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.
10	YES	Corporate Annual Report : Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).
11	YES	Business Tax Receipt : Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.
12	YES	W-9 Form : Submit a copy of your firms W9. If awarded the request for quote, this will be used to ensure payments are sent properly.
13	YES	Pictures of Equipment : Please provide pictures of the equipment listed in the line items. It is not required to provide a picture of every single item listed. Pictures will help the City to determine the quality of equipment available.

Bid Attributes

#	Name	Note	Response
1	Drug-Free Workplace Programs	Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of	Required

this section.

Valid Responses: [Please Select], Yes, No

2 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Required

Valid Responses: I Affirm

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.

Required

Valid Responses: I Affirm

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists	An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists. Valid Responses: I affirm	Required
5 Local Vendor Affirmation	1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Valid Responses: [Please Select], I am a local vendor with no derogatory history, I am a local vendor but have a derogatory history, I am not a local vendor.	Required
6 Certified Business Entity Affirmation	1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity	Required

7	Ethics Code Disclosure	Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.) Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable	Required
8	Verification of Employment Status	Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract. Valid Responses: I Affirm	Required
9	Background Check Affidavit	Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C) if awarded the contract. Valid Responses: I Affirm	Required
10	Completing the Statements of Qualification	All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.	Display
11	Individuals with legal authority to contract	In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.	Required
12	Compliance with Florida Factitious Name Statute	If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.	Display
13	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated?	Required

14	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation?	Required
15	Vendor Performance Reference Verification Survey	Please confirm you have provided your Vendor Performance Reference Verification Surveys. Refer to Attachment A-Vendor Performance Reference Verification Survey. Surveys will be checked for complete and accurate contact information which is required. Valid Responses: I have completed and attached my references	Required
16	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Valid Responses: Yes	Required
17	Use of Subcontractors	Will you be using any subcontractors? Valid Responses: [Please Select], Yes, No	Required
18	List of Subcontractors	If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.	Required
19	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	Required
20	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required
21	Conflicts of Interest	Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.	Required

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Group I - Tents: All frame tents must include cost of weights for tents, exit signs for tents, and fire extinguishers for tents with side walls – NO spikes	Unit Price (Optional)

Package Line Items:

#	Qty	UOM	Description	Response
1.1	1	ea	Frame Tent, 10' X 6' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.2	1	ea	Frame Tent, 10' X 6' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.3	1	ea	Frame Tent, 10' X 10' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.4	1	ea	Frame Tent, 10' X 10' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.5	1	ea	Frame Tent, 10' X 20' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.6	1	ea	Frame Tent, 10' X 20' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.7	1	ea	Frame Tent, 20' X 20' with Side Walls	Unit Price (Optional)
Supplier Notes:				

1.8	1	ea	Frame Tent, 20' X 20' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.9	1	ea	Frame Tent, 20' X 30' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.10	1	ea	Frame Tent, 20' X 30' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.11	1	ea	Frame Tent, 20' X 40' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.12	1	ea	Frame Tent, 20' X 40' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.13	1	ea	Frame Tent, 30' X 60' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.14	1	ea	Frame Tent, 30' X 60' without Side Walls	Unit Price (Optional)
Supplier Notes:				

1.15	1	ea	Frame Tent, 40' X 50' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.16	1	ea	Frame Tent, 40' X 50' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.17	1	ea	Frame Tent, 40' X 60' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.18	1	ea	Frame Tent, 40' X 60' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.19	1	ea	Frame Tent, 40' X 80' with Side Walls	Unit Price (Optional)
Supplier Notes:				
1.20	1	ea	Frame Tent, 40' X 80' without Side Walls	Unit Price (Optional)
Supplier Notes:				
1.21	1	Lump Sum	Addition of String Lights/Deco Lighting for Tents	Unit Price (Optional)
Supplier Notes:				

1.22	1	Lump Sum	Addition of Decorative Tent Fence Panels	Unit Price (Optional)
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Supplier
Notes:

1.23	1	Lump Sum	Addition of Portable Flooring/Carpeting for Tents	Unit Price (Optional)
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Supplier
Notes:

2	1	Group II - Tables, Linens, Chairs		Unit Price
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Package Line Items:

#	Qty	UOM	Description	Response
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2.1	1	ea	Table, Rectangular, 48" X 30"	Unit Price (Optional)
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Supplier
Notes:

2.2	1	ea	Table, Rectangular, 72 X 30	Unit Price (Optional)
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Supplier
Notes:

2.3	1	ea	Table, Rectangular, 96" X 30"	Unit Price (Optional)
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Supplier
Notes:

2.4	1	ea	Table, Round, 30" X 30" Cocktail	Unit Price (Optional)
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Supplier
Notes:

2.5	1	ea	Table, Round, 36" X 30"	Unit Price (Optional)
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Supplier
Notes:

2.6	1	ea	Table, Round, 48" X 30"	Unit Price (Optional)
Supplier Notes:				
2.7	1	ea	Table, Round, 60" X 30"	Unit Price (Optional)
Supplier Notes:				
2.8	1	ea	Table, Round, 72" X 30"	Unit Price (Optional)
Supplier Notes:				
2.9	1	ea	Linen for 48" X 30" Rectangular Table	Unit Price (Optional)
Supplier Notes:				
2.10	1	ea	Linen for 72" X 30" Rectangular Table	Unit Price (Optional)
Supplier Notes:				
2.11	1	ea	Linen for 96" X 30" Rectangular Table	Unit Price (Optional)
Supplier Notes:				
2.12	1	ea	Linen for 30" Round Cocktail Table	Unit Price (Optional)
Supplier Notes:				

2.13	1	ea	Linen for 36" Round Table	Unit Price (Optional)
Supplier Notes:				
2.14	1	ea	Linen for 48" Round Table	Unit Price (Optional)
Supplier Notes:				
2.15	1	ea	Linen for 60" Round Table	Unit Price (Optional)
Supplier Notes:				
2.16	1	ea	Linen for 72" Round Table	Unit Price (Optional)
Supplier Notes:				
2.17	1	ea	Folding Chair	Unit Price (Optional)
Supplier Notes:				
2.18	1	ea	Stacking Chair	Unit Price (Optional)
Supplier Notes:				
2.19	1	ea	Padded Chair	Unit Price (Optional)
Supplier Notes:				

2.20	1	ea	Portable Air Conditioning Unit	Unit Price (Optional)
Supplier Notes:				
2.21	1	ea	Hanging Fan	Unit Price (Optional)
Supplier Notes:				
2.22	1	ea	Standing Fan	Unit Price (Optional)
Supplier Notes:				
2.23	1	ea	Portable Bar	Unit Price (Optional)
Supplier Notes:				
2.24	1	ea	10' x 14' Pipe and Drape (12')	Unit Price (Optional)
Supplier Notes:				
2.25	1	ea	Red Carpet	Unit Price (Optional)
Supplier Notes:				
3	1	Lump Sum	Group III – Additional delivery, set-up, tear-down and pick-up fees	Price
Package Line Items:				
#	Qty	UOM	Description	Response
3.1	1	Lump Sum	Holiday Rates for delivery, set-up, tear-down and pick-up	Price (Optional)
Supplier Notes:				

3.2	1	Lump Sum	Weekend Rates for delivery, set-up, tear-down and pick-up	Price (Optional)
Supplier Notes:				
3.3	1	Lump Sum	After Business Hours Rates for delivery, set-up, tear-down and pick-up	Price (Optional)
Supplier Notes:				
3.4	1	Lump Sum	Permit Filing Fee	Price (Optional)
Supplier Notes:				



20-08-JW

**A Universal Rentals and Events
Supplier Response**

Event Information

Number: 20-08-JW
Title: Rental of Special Events Equipment and Supplies
Type: Invitation to Bid
Issue Date: 11/22/2019
Deadline: 12/12/2019 11:00 AM (ET)
Notes: The City of Deerfield Beach (City) seeks the services of a qualified firm or individual to provide Rental of Special Events Equipment and Supplies on an "as needed" basis for various City special events and holidays. Examples of City special events and holidays include: "Martin Luther King Day/Black History", "Pioneer Days", "Boots & Bourbon", "Festival of the Arts" and various holidays such as "4th of July Celebration".

Contact Information

Contact: Jeremin Worlds, Senior Buyer
Address: Purchasing Division
A
2nd
401 SW 4th St.
Deerfield Beach, FL 33441
Phone: (954) 480-4415
Fax: (954) 480-4388
Email: jworlds@deerfield-beach.com

A Universal Rentals and Events Information

Contact: Rishi Jaglal
Address: 5000 NW 17th Street
Ste 6
Margate, FL 33063
Phone: (954) 580-0400
Fax: (954) 978-8705
Toll Free: (954) 580-0400
Email: rishi@universalrentalsandevents.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Rishi Jaglal

Signature

rishi@universalrentalsandevents.com

Email

Submitted at 12/11/2019 2:57:42 PM

Requested Attachments

Experience and Qualifications

A Universal Rentals_Experience and Qualifications.doc

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Past Projects

A Universal Rentals_Past Projects.doc

Offeror shall identify two (2) projects within a minimum of three (3) years where the Offeror has provided similar services as requested in this solicitation. Please provide the following information for each project: 1. The name of the project, the owner, year performed and the project location. 2. A description of the project. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in charge of the project.

Proof of Insurability

Proof of Insurance.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

2020 Business Tax Receipt.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Attachment A – Vendor Performance Reference Verification Survey Form

Vendor Performance Forms.zip

Offerors shall complete the Vendor Performance Reference Verification Survey Form. The Vendor Performance Reference Verification Survey Form shall be completed by your five (5) references and provide it with your Response Attachments.

Compliance with Florida Fictitious Name Statute

No response

If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.

Corporate Annual Report

2019 Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Business Tax Receipt

2020 Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

W-9 Form

W-9_A Universal Rentals 5000.pdf

Submit a copy of your firms W9. If awarded the request for quote, this will be used to ensure payments are sent properly.

Pictures of Equipment

Pics for City of Deerfield Beach.zip

Please provide pictures of the equipment listed in the line items. It is not required to provide a picture of every single item listed. Pictures will help the City to determine the quality of equipment available.

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes
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2 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

5 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

6 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

7 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

8 Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.

Complies with E-Verify Requirement

9 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C) if awarded the contract.

I Affirm

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Kamaldeo Jaglal - President, Lillian Narvarte - Vice President

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

1 3	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? NO
1 4	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 18
1 5	Vendor Performance Reference Verification Survey Please confirm you have provided your Vendor Performance Reference Verification Surveys. Refer to Attachment A - Vendor Performance Reference Verification Survey. Surveys will be checked for complete and accurate contact information which is required. Provided
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 7	Use of Subcontractors Will you be using any subcontractors? No
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. FL
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. NO
2 0	Criminal Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? NO
2 1	Conflicts of Interest Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. NO

Bid Lines

1 Package Header

Group I - Tents: All frame tents must include cost of weights for tents, exit signs for tents, and fire extinguishers for tents with side walls – NO spikes

Quantity: 1 UOM: Lump Sum Total: \$12,576.50

Item Notes: Rates are based on a 24 hour rental period to include delivery, set-up, tear-down and pick-up

Package Items

1.1 Frame Tent, 10' X 6' with Side Walls

Quantity: 1 UOM: ea Unit Price: No response Total: No response

1.2 Frame Tent, 10' X 6' without Side Walls

Quantity: 1 UOM: ea Unit Price: No response Total: No response

1.3 Frame Tent, 10' X 10' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$105.00 Total: \$105.00

1.4 Frame Tent, 10' X 10' without Side Walls

Quantity: 1 UOM: ea Unit Price: \$65.00 Total: \$65.00

1.5 Frame Tent, 10' X 20' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$190.00 Total: \$190.00

1.6 Frame Tent, 10' X 20' without Side Walls

Quantity: 1 UOM: ea Unit Price: \$150.00 Total: \$150.00

1.7 Frame Tent, 20' X 20' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$260.00 Total: \$260.00

1.8 Frame Tent, 20' X 20' without Side Walls

Quantity: 1 UOM: ea Unit Price: \$190.00 Total: \$190.00

1.9 Frame Tent, 20' X 30' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$350.00 Total: \$350.00

1.10 Frame Tent, 20' X 30' without Side Walls

Quantity: 1 UOM: ea Unit Price: \$275.00 Total: \$275.00

1.11 Frame Tent, 20' X 40' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$475.00 Total: \$475.00

1.12 Frame Tent, 20' X 40' without Side Walls

Quantity: 1 UOM: ea Unit Price: \$375.00 Total: \$375.00

1.13 Frame Tent, 30' X 60' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$1,080.00 Total: \$1,080.00

1.14 Frame Tent, 30' X 60' without Side Walls

Quantity: 1 UOM: ea Unit Price: \$895.00 Total: \$895.00

1.15 Frame Tent, 40' X 50' with Side Walls

Quantity: 1 UOM: ea Unit Price: \$1,150.00 Total: \$1,150.00

1.16 Frame Tent, 40' X 50' without Side Walls

Quantity: 1 UOM: ea Unit Price: Total:

1.17 Frame Tent, 40' X 60' with Side Walls

Quantity: 1 UOM: ea Unit Price: Total:

1.18 Frame Tent, 40' X 60' without Side Walls

Quantity: 1 UOM: ea Unit Price: Total:

1.19 Frame Tent, 40' X 80' with Side Walls

Quantity: 1 UOM: ea Unit Price: Total:

1.20 Frame Tent, 40' X 80' without Side Walls

Quantity: 1 UOM: ea Unit Price: Total:

1.21 Addition of String Lights/Deco Lighting for Tents

Quantity: 1 UOM: Lump Sum Unit Price: Total:

Supplier Notes:

10 x 10, & 10 x 20 Tents Lighting - \$25.00/Tent
20 x 20, 20 x 30 & 20 x 40 Lights - \$40.00/Tent
30 x 60 Lights - \$40.00/Tent
40 x 50 & 40 x 80 Lights - \$60.00/Tent

1.22 Addition of Decorative Tent Fence Panels

Quantity: 1 UOM: Lump Sum Unit Price: Total:

1.23 Addition of Portable Flooring/Carpeting for Tents

Quantity: 1 UOM: Lump Sum Unit Price: Total:

Supplier Notes:

Black Plywood Flooring - \$1.50/Sq ft.
Vinyl Flooring (Without Sub Floor if on Grass) - \$2.00/Sq ft.
Carpet - \$2.00/Sq ft.

2 Package Header**Group II - Tables, Linens, Chairs**

Quantity: 1 Total:

Item Notes: Rates are based on a 24 hour rental period to include delivery, set-up, tear-down and pick-up.

Package Items**2.1 Table, Rectangular, 48" X 30"**

Quantity: 1 UOM: ea Unit Price: Total:

2.2 Table, Rectangular, 72" X 30"

Quantity: 1 UOM: ea Unit Price: Total:

2.3 Table, Rectangular, 96" X 30"

Quantity: 1 UOM: ea Unit Price: Total:

2.4 Table, Round, 30" X 30" Cocktail

Quantity: 1 UOM: ea Unit Price: Total:

2.5 Table, Round, 36" X 30"

Quantity: 1 UOM: ea Unit Price: Total:

2.6 Table, Round, 48" X 30"

Quantity: 1 UOM: ea Unit Price: Total:

2.7 Table, Round, 60" X 30"

Quantity: 1 UOM: ea Unit Price: Total:

2.8 Table, Round, 72" X 30"

Quantity: 1 UOM: ea Unit Price: Total:

2.9 Linen for 48" X 30" Rectangular Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.10 Linen for 72" X 30" Rectangular Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.11 Linen for 96" X 30" Rectangular Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.12 Linen for 30" Round Cocktail Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.13 Linen for 36" Round Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.14 Linen for 48" Round Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.15 Linen for 60" Round Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.16 Linen for 72" Round Table

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.17 Folding Chair

Quantity: 1 UOM: ea Unit Price: Total:

Supplier Notes:

2.18 Stacking Chair

Quantity: 1 UOM: ea Unit Price: Total:

2.19 Padded ChairQuantity: 1 UOM: ea Unit Price: \$2.25 Total: \$2.25 **2.20 Portable Air Conditioning Unit**Quantity: 1 UOM: ea Unit Price: \$1.00 Total: \$1.00 Supplier Notes: 10 x 10, 10 x 20, - Standard AC Price (Power is Additional if Required) - \$350.00
Any Tent 20 x 20 or Larger is - \$1.00/Sq. Ft (Include AC Unit & Installation) (Power is Additional if Required)**2.21 Hanging Fan**Quantity: 1 UOM: ea Unit Price: \$15.00 Total: \$15.00 Supplier Notes: 20" Hanging Fan**2.22 Standing Fan**Quantity: 1 UOM: ea Unit Price: \$30.00 Total: \$30.00 Supplier Notes: 30" Pedestal Fan**2.23 Portable Bar**Quantity: 1 UOM: ea Unit Price: \$60.00 Total: \$60.00 Supplier Notes: Black Portable bar**2.24 10' x 14' Pipe and Drape (12')**Quantity: 1 UOM: ea Unit Price: \$112.00 Total: \$112.00 Supplier Notes: Price Quoted: \$8.00/Linear ft. in White or Black Polyester. Includes Set up & Weights. Adjustable 8ft - 12ft.**2.25 Red Carpet**Quantity: 1 UOM: ea Unit Price: \$1.50 Total: \$1.50 Supplier Notes: Price Quoted/Linear Ft. in Red**3 Package Header**

Group III – Additional delivery, set-up, tear-down and pick-up fees

Quantity: 1 UOM: Lump Sum Total: \$450.00 **Package Items****3.1 Holiday Rates for delivery, set-up, tear-down and pick-up**Quantity: 1 UOM: Lump Sum Price: \$75.00 Total: \$75.00 Supplier Notes: Set up of Tents Included. Set up of Tables, Chairs & Linens will be additional**3.2 Weekend Rates for delivery, set-up, tear-down and pick-up**Quantity: 1 UOM: Lump Sum Price: \$75.00 Total: \$75.00 Supplier Notes: Set up of Tents Included. Set up of Tables, Chairs & Linens will be additional**3.3 After Business Hours Rates for delivery, set-up, tear-down and pick-up**Quantity: 1 UOM: Lump Sum Price: \$150.00 Total: \$150.00 Supplier Notes: Set up of Tents Included. Set up of Tables, Chairs & Linens will be additional**3.4 Permit Filing Fee**Quantity: 1 UOM: Lump Sum Price: \$150.00 Total: \$150.00

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

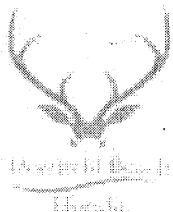
Prepared By: Jeremin Worlds, Senior Buyer

Proposer s Name: A Universal Rentals and Events

Project/Project # Rental of Special Events Equipment and Supplies, ITB #20-08-JW

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	12/12/19	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	12/12/19	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	12/12/19	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	12/12/19	11/20/12 - Traffic Criminal, Suspended License - Disposed; 02/16/17, 3/22/19 - Traffic Infractions - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	12/12/19	Grand Theft 3 rd Degree - Disposition / Adjudication	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	12/12/19	5/16/17- Circuit Civil Central-Closed 3/13/18 Disposed	☒ Yes ☐ No ☐ N/A
Sunbiz	12/3/19	Bal Ramsawak, Registered Agent; Kamaldeo Jagal, Pres.; Lillian Narvarte, VP; Rishi Jagal	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	12/12/19	NA	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
City of Coral Springs (2)	12/16/19	☒ Yes ☐ No ☐ N/A
Epilepsy Florida	12/17/19	☒ Yes ☐ No ☐ N/A
Coca-Cola	12/17/19	☒ Yes ☐ No ☐ N/A
Paradise Grill	12/16/19	☒ Yes ☐ No ☐ N/A
First Christian Church of Wilton Manors	12/17/19	☒ Yes ☐ No ☐ N/A



PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Rental of Special Events Equipment and Supplies

ITB #20-08-JW

Reference for: UNIVERSAL RENTALS & EVENTS
Agency Name: CITY OF CORAL SPRINGS
Agency Contract:
Contact E-mail: LCUTZ@CORALSPRINGS.ORG
Contact Phone #: 954-344-1063

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

WE HAVE A VERY GOOD WORKING RELATIONSHIP WITH UNIVERSAL
RISHI, THE OWNER, IS VERY ACCESSIBLE AND ACCOMMODATING.

Vendor Name: LYDIA CUTZ Title: COMMUNITY RELATIONS COORDINATOR
(Please print - Person completing survey)

Signature: Lydia Cutz Date: 12/11/19
(Person completing survey)

Reference verified by City Employee: Jandra Francis
Date: 12/16/19



PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Rental of Special Events Equipment and Supplies

ITB #20-08-JW

Reference for: Universal Events
Agency Name: City of Coral Springs
Agency Contract:
Contact E-mail: jwerksman@coralsprings.org
Contact Phone #: 954.344.1072

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 4
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 4
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Jana Wexsman Title: Event Coordinator
(Please print - Person completing survey)

Signature: [Signature] Date: 12/10/19
(Person completing survey)

Reference verified by City Employee: Jandra Francis
Date: 12/16/19



PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Rental of Special Events Equipment and Supplies

ITB #20-08-JW

Reference for: Universal Rentals & Events - Rishi Jaglal
Agency Name: Epilepsy Florida
Agency Contract: MARY GOMEZ
Contact E-mail: mgomez@epilepsyfl.org
Contact Phone #: 954-829-4503

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3 +

Additional comments:

Rishi & his team are amazing. Very Professional &
Reliable. They are friendly, organized & efficient

Vendor Name: Mary Gomez Title: Vice President of Business
(Please print) (Person completing survey)

Signature: [Signature] Date: 12/11/19
(Person completing survey)

Reference verified by City Employee: Sandra Francis
Date: 12/17/19



PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Rental of Special Events Equipment and Supplies

ITB #20-08-JW

Reference for:

Agency Name:

Agency Contract:

Contact E-mail: SKURUC@paradisegrills.com

Contact Phone #: 847-749-7618

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Great to work with, reliable, and very professional.

Vendor Name: Sean Kuruc Title: Store Manager
(Please print - Person completing survey)

Signature: [Signature] Date: 12/11/2019
(Person completing survey)

Reference verified by City Employee: [Signature]
Date: 12/16/19



PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Rental of Special Events Equipment and Supplies

ITB #20-08-JW

Reference for: *Universal Rentals + Events*
Agency Name: *First Christian Church of Wilton Manors*
Agency Contract:
Contact E-mail: *firstchristianchurchofwm@aol*
Contact Phone #: *954-564-8470*

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments: *I highly recommend Universal Rentals.*
We have always been greatly satisfied with the ^{excellent} service from
Universal Rentals, at all levels. They have never disappointed us.

Vendor Name: SAVI MAHABIR Title: Church Secretary
(Please print - Person completing survey)

Signature: S. Mahabir Date: 12/11/19
(Person completing survey)

Reference verified by City Employee: Sandra Francis
Date: 12/17/19



PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Rental of Special Events Equipment and Supplies

ITB #20-08-JW

Reference for:

Agency Name: UNIVERSAL RENTALS & EVENTS

Agency Contract: ~~XXXXXXXXXX~~

Contact E-mail:

Contact Phone #: (954) 580-8400 Anishah Rishi 74@gmail.com
954-895-1833

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

GREAT PRICING & SERVICE

VERY HAPPY WITH ALL — ANISHA RIVERA

Vendor Name: COCA COLA (HWD) Title: DCA FINANCE
(Please print — Person completing survey)

Signature: [Signature] Date: 12-11-19
(Person completing survey)

Reference verified by City Employee: [Signature]

Date: 12/17/19

An.Rivera@cocacolaflorida.com

SECTION VI – SCOPE OF WORK

1. General

The City of Deerfield Beach, Florida (hereafter City) seeks the services of a qualified firm or individual to provide Rental of Special Events Equipment and Supplies on an “as needed” basis for various City special events and holidays. Rental items shall include but are not limited to: Tents, Tables, Linen, Chairs, Lighting, Fencing, Bars, Fans, Pipe and Drape and Portable Air Conditioning Units. Examples of City special events and holidays include: “Martin Luther King Day/Black History”, “Pioneer Days”, “Boots & Bourbon”, “Festival of the Arts” and various holidays such as “4th of July Celebration”.

2. Requirements

- a. The Contractor shall provide all labor, equipment, tools, supplies, insurances, permits, travel and incidentals to perform the services requested in this ITB in accordance with all Federal, State and local laws and regulations. All equipment provided must be in good working order. Should items be delivered that are considered unacceptable/damaged, the Contractor shall immediately provide replacement equipment at their own costs to provide the proper equipment.
- b. The Contractor shall be required to furnish and fully install and set-up the special events equipment listed in the line items of the ITB in a timely manner with the adequate amount of personnel to complete the set-up at the time required by The City of Deerfield Beach. The Contractor shall also be required to provide adequate training to City staff on the appropriate use of the special events equipment if required.
- c. The City shall not allow any late deliveries under this contract. Accordingly, the vendor is required to deliver all items to the City within the time specified in this solicitation and resultant contract; and no grace periods shall be honored, unless written authorization is issued by the City, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the times specified, the City reserves the right to cancel the order, seek the items from another vendor and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs the City may cancel this contract for default.
- d. Contractor shall pay to obtain all required permits when applicable. The fee for City permits shall be waived. All permits to be posted on job site. Any additional fees to the City by the contractor for the filing on necessary permits must be outlined in the proposal.
- e. Contractor shall work with assigned City Staff to coordinate the delivery, set-up, tear-down and pick-up of the special events equipment.

3. Daily Rate

The daily rate shall be full compensation to the Contractor for Rental of Special Events Equipment and Supplies, including but not limited to delivery, set-up, tear-down and pick-up. The rates shall be at straight-time for all products and services listed in ITB. Special rates for delivery, set-up, tear-down and pickup for holidays, weekends and after regular business hours should be specifically in the line items of the ITB.

4. Notification to Contractor(s)

- a. The City will try its best to give a minimum lead time of seven (7) calendar days to the Contractor(s) prior to the desired scheduled starting date for any specific assignment and event. When possible, longer lead times shall be given to the Contractor(s). Services will be required on weekdays, weekends and holidays.
- b. Due to fluctuating weather conditions and last minute vendor registrations for events, the City may need to request additional equipment up until the day prior to the event.
- c. City Staff will provide a set-up map on the date of delivery.

5. Storage of Equipment and Supplies

The successful bidder shall be responsible for providing storage of material and equipment, if needed. No on-site storage shall be permitted at the work area or other public areas.

6. Employees and Attendants

- a. The Contractors employees performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. All 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.
- b. Employees/attendants must be able to communicate clearly and fluently in the "English" language.
- c. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

7. Quality Assurance

The Contractor shall be responsible for maintaining the quality of the Special Events Equipment and Supplies on the job throughout the duration of the event.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2019-206

Agenda Date: 2/4/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing and approving the rates and charges for Hydrant Use Permits and Equipment Rental; providing for implementation, conflicts, severability, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

This agenda item requires a 3/5 vote of the City Commission for adoption

Background/History

As a part of the services provided to City customers, the City provides permits for the use of fire hydrants for activities such as tree spraying, street cleaning, filling of tanker trucks, and construction work. Section 70.108 of the City Code provides for short-term permits and annual permits for use of public fire hydrants. As a part of the permit, fixed or potable hydrant meters provided to the customers have different requirements.

Current Activity

Two separate hydrant use permit applications are currently used for fixed or potable hydrant meters use. Staff has consolidated these two applications into a single Hydrant Use Permit Agreement that sets forth the requirements for each type of hydrant meter use and associated cost recovery fees.

This consolidation will limit any confusion on the process and forms required for hydrant use.

Recommendation

City staff recommends approval of the updated Hydrant Use Permit Agreement.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ESTABLISHING AND APPROVING THE
RATES AND CHARGES FOR HYDRANT USE PERMITS AND
EQUIPMENT RENTAL; PROVIDING FOR IMPLEMENTATION,
CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

WHEREAS, the City provides permits for City customers' use of fire hydrants for activities such as tree spraying, street cleaning, filling of tanker trucks, and construction work; and

WHEREAS, Section 70-108 of the City Code provides for short-term permits and annual permits for use of public fire hydrants; and

WHEREAS, as part of the permit, fixed or potable hydrant meters are provided to customers, which have different requirements; and

WHEREAS, Section 70-108(g) provides that rates and charges for hydrant use shall be set forth in a resolution adopted by the City Commission; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve the hydrant use rates and charges, attached as Exhibit "A," for hydrant use permits and equipment rental (the "Fee Schedule").

**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 Fee Schedule set forth in the attached Exhibit "A," is hereby approved.

Section 3. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

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

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

HYDRANT USE RATES AND CHARGES

	Fixed Meters (4)			Portable Meters (5)	
Terms:	Short Term Permits	Annual Permits		Short Term Permits	Annual Permits
Application/renewal fee (1)	\$50	\$50		\$50	\$50
Administration Fee (1)	NA	NA		\$50	\$180
Inspection fee	NA	NA		\$100	\$100
Installation fee (2)	\$100	\$100		NA	NA
Removal fee (2)	\$100	\$100		NA	NA
Relocation fee (2)	\$75	\$75		NA	NA
Daily rental fee	\$5	\$5		NA	NA
Deposit for 3" Meter (3)	\$2,045	\$2045		\$895	\$895
Deposit for 2" meter (3)	\$850	\$850		\$563	\$562
Deposit for 1" meter (3)	\$275	\$275		\$121	\$121
First 192,000 gallons of use		\$3.67	\$/1000 gallons		
Above 192,000 gallons of use		\$4.03	\$/1000 gallons		

(1) All annual permits must be renewed annually. (Not refundable). A short-term permit must be reissued after the 90-day period.

(2) Only City personnel are authorized to install, relocate, or remove meters from fire hydrants. (The installation fee is non-refundable).

(3) The deposit is based on the actual cost of the meter and backflow device. (Refundable)

(4) Monthly meter readings will be performed by City personnel on the last Thursday of the month.

(5) The truck/tanker must have an Air gap. All vehicles or vessels must be available for air-gap inspection annually or as required by the City. Monthly meter readings must be reported to the City on the last Thursday of the month. The City has the right to take back a meter when no water is consumed for a period of two consecutive months. Use permit documents are required to be available in the permitted vehicle at all times.

Option 1		Select			
Short Term (3 months) Permit					
Application:		Fixed Meters			
Terms:		Short Term	Total	Note	
Application fee		\$50	\$50	Removal fee	\$100
Installation fee		\$100	\$100	Relocation fee	\$75
Deposit for 3" meter		\$2045		Daily rental fee	\$5
Deposit for 2" meter		\$850		Billing Period water use charges:	
Deposit for 1" meter		\$275		First 192,000 gallons of use	\$3.67 \$/1000 gallons
Total				Above 192,000 gallons of use	\$4.03 \$/1000 gallons
Option 2		Select			
Annual (12 months) Permit					
Application:		Fixed Meters			
Terms:		Annual	Total	Note	
Application fee		\$50	\$50	Removal fee	\$100
Installation fee		\$100	\$100	Relocation fee	\$75
Deposit for 3" meter		\$2045		Daily rental fee	\$5
Deposit for 2" meter		\$850		Billing Period water use charges:	
Deposit for 1" meter		\$275		First 192,000 gallons of use	\$3.67 \$/1000 gallons
Total				Above 192,000 gallons of use	\$4.03 \$/1000 gallons
Option 3		Select			
Short Term (3 months) Permit					
Application:		Portable Meters			
Terms:		Short Term	Total	Note	
Application Fee		\$50	\$50		
Administration Fee		\$50	\$50		
Inspection fee		\$100	\$100		
Deposit for 3" meter		\$895			
Deposit for 2" meter		\$562		Billing Period water use charges:	
Deposit for 1" meter		\$121		First 192,000 gallons of use	\$3.67 \$/1000 gallons
Total				Above 192,000 gallons of use	\$4.03 \$/1000 gallons
Option 4		Select			
Annual (12 months) Permit					
Application:		Portable Meters			
Terms:		Annual	Total	Note	
Application Fee		\$50	\$50		
Administration Fee		\$180	\$180		
Inspection fee		\$100	\$100		
Deposit for 3" meter		\$895			
Deposit for 2" meter		\$562		Billing Period water use charges:	
Deposit for 1" meter		\$121		First 192,000 gallons of use	\$3.67 \$/1000 gallons
Total				Above 192,000 gallons of use	\$4.03 \$/1000 gallons



Hydrant Use Permit Agreement

This Hydrant Use Permit Agreement ("Agreement") is made this _____ day of _____ by and between _____ ("Permittee"), and the City of Deerfield Beach, Florida, ("City").

This agreement shall become effective on _____ and shall remain in effect until _____, unless cancelled by either party.

Section 70.108 of the City Code indicates that public fire hydrants are available solely for the use of City and no other use shall be allowed by the public, except as follows:

1. *Short-term permits:* The City's Environmental Services department (the "Department") may issue a fire hydrant use permit for the short-term use of specified hydrants for activities such as tree spraying, street cleaning, ditch settling, building, demolition and related uses upon a determination of the Department director that such uses are not detrimental to the public. A temporary permit may be issued by the Department for a period not to exceed 90 days.
2. *Annual permits:* The Department may, upon receipt of a completed application, issue a permit for the use of fire hydrants as a source of water for commercial enterprises or governmental agencies that have continuous need of water at various locations throughout the City. Sufficient need must be shown to preclude obtaining water from a single permanent service. The permittee shall use water exclusively for the stated purpose of the permit and shall not allow others to utilize the permit to obtain water for any other purpose. Annual permits may be issued by the Department for a period of one year. Annual fire hydrant permits shall be renewed for the calendar year, beginning in January. The cost for an annual permit not issued in January shall be prorated.

The Permits described above may be issued for:

1. *Fixed Hydrant Meters:* These meters are installed on a specific hydrant for temporary use during such activities as construction. These meters need to have backflow devices to protect the water system.
2. *Portable Hydrant Meters:* These meters are not installed on a specific hydrant and they are given to customer for use with tanker trucks for filling purposes. These units do not require a backflow device since the truck must have an air gap.



As of January 1, 2020, rates for meter rentals are as follows:

Terms:	Fixed Meters (4)			Portable Meters (5)	
	Short Term Permits	Annual Permits		Short Term Permits	Annual Permits
Application fee (1)	\$50	\$50		\$50	\$50
Administration Fee (1)	NA	NA		\$50	\$180
Inspection fee	NA	NA		\$100	\$100
Installation fee (2)	\$100	\$100		NA	NA
Removal fee (2)	\$100	\$100		NA	NA
Relocation fee (2)	\$75	\$75		NA	NA
Daily rental fee	\$5	\$5		NA	NA
Deposit for 3" Meter (3)	\$2,045	\$2045		\$895	\$895
Deposit for 2" meter (3)	\$850	\$850		\$563	\$562
Deposit for 1" meter (3)	\$275	\$275		\$121	\$121
First 192,000 gallons of use		\$3.67		\$/1000 gallons	
Above 192,000 gallons of use		\$4.03		\$/1000 gallons	

(1) All annual permits must be renewed annually. (Not refundable). A short-term permit must be reissued after the 90-day period.

(2) Only City personnel are authorized to install, relocate, or remove meters from fire hydrants. (The installation fee is non-refundable).

(3) The deposit is based on the actual cost of the meter and backflow device. (Refundable)

(4) Monthly meter readings will be performed by City personnel on the last Thursday of the month.

(5) The truck/tanker must have an Air gap. All vehicles or vessels must be available for air-gap inspection annually or as required by the City. Monthly meter readings must be reported to the City on the last Thursday of the month. The City has the right to take back a meter when no water is consumed for a period of two consecutive months. Use permit documents are required to be available in the permitted vehicle at all times.

(6) For purposes of this indemnification, Permittee shall include Permittee's contractors and their employees, officers, and agents. The Permittee shall indemnify, defend, and hold harmless Deerfield Beach, its officers, agents, and employees against and from all claims, causes of actions, liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees and expenses, arising out of or resulting from Permittee's use of the City fire hydrant or meter. Contractor shall be responsible for any and all damages, loss of meters, or backflow assembly.

(7) Permittee agrees to follow all applicable rules and regulations pertaining to the use of City fire hydrants in the execution of this Agreement. Failure to follow the requirements in this Agreement or the City code could result in the revocation of the subject usage permit.



Option 1		Select			
Short Term (3 months) Permit					
Application:		Fixed Meters			
Terms:		Short Term	Total	Note	
Application fee		\$50	\$50	Removal fee	\$100
Installation fee		\$100	\$100	Relocation fee	\$75
Deposit for 3" meter		\$2045		Daily rental fee	\$5
Deposit for 2" meter		\$850		Billing Period water use charges:	
Deposit for 1" meter		\$275		First 192,000 gallons of use	\$3.67 \$/1000 gallons
Total		Total		Above 192,000 gallons of use	\$4.03 \$/1000 gallons
Option 2		Select			
Annual (12 months) Permit					
Application:		Fixed Meters			
Terms:		Annual	Total	Note	
Application fee		\$50	\$50	Removal fee	\$100
Installation fee		\$100	\$100	Relocation fee	\$75
Deposit for 3" meter		\$2045		Daily rental fee	\$5
Deposit for 2" meter		\$850		Billing Period water use charges:	
Deposit for 1" meter		\$275		First 192,000 gallons of use	\$3.67 \$/1000 gallons
Total		Total		Above 192,000 gallons of use	\$4.03 \$/1000 gallons
Option 3		Select			
Short Term (3 months) Permit					
Application:		Portable Meters			
Terms:		Short Term	Total	Note	
Application Fee		\$50	\$50		
Administration Fee		\$50	\$50		
Inspection fee		\$100	\$100		
Deposit for 3" meter		\$895			
Deposit for 2" meter		\$562			
Deposit for 1" meter		\$121		Billing Period water use charges:	
Total		Total		First 192,000 gallons of use	\$3.67 \$/1000 gallons
				Above 192,000 gallons of use	\$4.03 \$/1000 gallons
Option 4		Select			
Annual (12 months) Permit					
Application:		Portable Meters			
Terms:		Annual	Total	Note	
Application Fee		\$50	\$50		
Administration Fee		\$180	\$180		
Inspection fee		\$100	\$100		
Deposit for 3" meter		\$895			
Deposit for 2" meter		\$562			
Deposit for 1" meter		\$121		Billing Period water use charges:	
Total				First 192,000 gallons of use	\$3.67 \$/1000 gallons
				Above 192,000 gallons of use	\$4.03 \$/1000 gallons



Permittee's Name: _____

Signature _____

Date: _____

Business Name / Address: _____

Phone: _____ Email _____



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-14

Agenda Date: 2/4/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and the award of RFQ #20-07-PC for Coastal Engineering Consulting Services to the five responsive firms, Aptim Environmental & Infrastructure, LLC, Cummins Cederberg, Inc., Humiston & Moore Engineers, P.A., Coastal Systems International, Inc. and GHD, Inc.; authorizing the execution of contracts with the five responsive proposers; and providing for an effective date. (Funds from Account #001-4553-539-3299 - Other Contractual Services & Account #460-5070-538-3299 - Other Contractual Services)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Costs will be determined on a case by case basis and paid through the appropriate division budget account.

Account Name: Other Contractual Services

Account Number: 001-4553-539-3299

Secondary Account Name: Other Contractual Services

Secondary Account Number: 460-5070-538-3299

Background/History

The Coastal & Waterway Division issued a Request for Qualifications for Coastal Engineering Consulting Services, RFQ #20-07-PC.

The City Deerfield Beach is seeking qualified companies who will act on behalf of Deerfield Beach in all matters relating to the beach, coastal area, beach nourishment projects, waterways, interaction with various governmental and regulatory organizations, advocate for issues on behalf of Deerfield Beach, monitor issues, concerns and topics that may possibly affect Deerfield Beach and its beaches and waterways. It is expected that the company(s) will lead and guide Deerfield Beach through all aspects related to the management, reporting and monitoring of the beach and related areas. This partnership will require the company to assume a leadership role by looking forward, on behalf of Deerfield Beach, and guide Deerfield Beach through all concerns likely to affect Deerfield Beach's marine and beach concerns. The company must be a proponent of regional sand management, and have professional associations that will help keep Deerfield Beach aware of what other beach

communities are adopting to address coastal challenges.

These companies may also be utilized to support the Stormwater Utility as well as other future resiliency projects to enhance our waterways.

Staff is recommending the City Commission approve the ranking of the Evaluation Committee and allow City staff to negotiate a contract for services on an as needed basis with the five (5) ranked firms, as follows:

- APTIM Environmental & Infrastructure, LLC
- Cummins Cederberg, Inc.
- Humiston & Moore Engineers
- Coastal Systems International, Inc.
- GHD, Inc.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND THE AWARD OF RFQ #20-07-PC FOR COASTAL ENGINEERING CONSULTING SERVICES TO THE FIVE RESPONSIVE FIRMS, APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC, CUMMINS CEDERBERG, INC., HUMISTON & MOORE ENGINEERS, P.A., COASTAL SYSTEMS INTERNATIONAL, INC. AND GHD, INC.; AUTHORIZING THE EXECUTION OF CONTRACTS WITH THE FIVE RESPONSIVE PROPOSERS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, RFQ #20-07-PC for Coastal Engineering Consulting Services (the “RFQ”) was advertised in the legal notices section of the Sun-Sentinel on December 9, 2019, and the RFQ notice was also sent to 142 prospective vendors via the e-Procurement Marketplace; and

WHEREAS, 42 vendors viewed the RFQ documents; and

WHEREAS, on January 6, 2020 at 3:00 p.m., the RFQ due date and time, the Purchasing and Contract Administration Division closed the RFQ process, unsealed the five submittals received and reviewed the submittals to verify each submittal met the RFQ requirements; and

WHEREAS, each evaluation committee member independently reviewed and scored the responsive submittals in accordance with the weighted criteria stated in the RFQ; and

WHEREAS, following the initial ranking, the evaluation committee was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and authorize City staff to negotiate and execute a contract with all five proposers: APTIM Environmental & Infrastructure, LLC, Cummins Cederberg, Inc., Humiston & Moore Engineers, P.A., Coastal Systems International, Inc., and GHD, Inc.

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 evaluation committee ranking and the award of RFQ #20-07-PC for Coastal Engineering Consulting Services to APTIM Environmental & Infrastructure, LLC, Cummins Cederberg, Inc., Humiston & Moore Engineers, P.A., Coastal Systems International, Inc., and GHD, Inc.

Section 3. The appropriate City officials and staff are authorized to negotiate and execute contracts with APTIM Environmental & Infrastructure, LLC, Cummins Cederberg, Inc., Humiston & Moore Engineers, P.A., Coastal Systems International, Inc., and GHD, Inc. for Coastal Engineering Consulting Services on an as needed basis in accordance with the terms of the RFQ.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Chad Grecsek, Director of Sustainable Management

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: January 14, 2020

RE: **Coastal Engineering Consulting Services, RFQ #20-07-PC**

The Purchasing and Contract Administration Division issued a Request for Qualifications for Coastal Engineering Consulting Services, RFQ #20-07-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on December 6, 2019. The notice was also sent to one hundred and forty-two (142) prospective Offeror's via the e-Procurement Marketplace.
- Forty-two (42) vendors viewed the documents of the RFQ.
- On Monday, January 6, 2020 at 3:00 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 RFQ requirements.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the five (5) proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public evaluation committee meeting held on Tuesday, January 14, 2020 at 12:30 p.m. EST. The Evaluation Committee consisted of: Chad Grecsek, Director of Sustainable Management; Stephen Graham, Assistant Director of Planning and Development Services; Priscilla Cygielnik, Assistant Director of Engineering and Operations.

- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff	3
Understanding the Projects and City's Objectives	3
History and Past Performances of Similar Projects	3
Financial Stability	2
References	1

- The proposals were ranked (After Committee Members Independent Review) as follows:

Ranking Chart	Chad Grecsek	Stephen Graham	Priscilla Cygielnik	Total	Ranking
APTIM Environmental & Infrastructure, LLC	93 / 1	97 / 1	93 / 4	6	1
Cummins Cederberg, Inc.	91.35 / 2	91.35 / 2	106.05 / 3	7	2
Humiston & Moore Engineers	77 / 4	74 / 4	112 / 1	9	3
Coastal Systems International, Inc.	73.50 / 5	84 / 3	108.15 / 2	10	4
GHD, Inc.	78 / 3	71 / 5	88 / 5	13	5

- Also, two (2) Proposers, Coastal Systems International, Inc. and Cummins Cederberg, Inc. provided evidence for the Disadvantage Business Enterprise Program stated in the RFQ documents.
- As required per City Ordinance Section 38-142, the evaluation scores for the Proposers were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking chart.
- After Committee Members Discussion of the Proposals the scores were not changed.
- Following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and allow City staff to negotiate a contract with all five (5) ranked Proposers (APTIM Environmental & Infrastructure, LLC; Cummins Cederberg, Inc.; Humiston & Moore Engineers; Coastal Systems International, Inc.; GHD, Inc.). This will be a multiple award contract.
- Reference checks were conducted on all five (5) ranked Proposers and revealed positive ratings.

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

Att. Bid Summary, Proposers Submittals, Vendor References – Check List and Vendor Performance Reference Verification Surveys, Scope of Services, Coastal Systems International, Inc. – DBE Certifications, Cummins Cederberg, Inc. – DBE Certifications

c: Patrick Bardes, Coastal & Waterway Coordinator

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Paul Collette Buyer
Email pcollette@deerfield-beach.com
Phone (954) 480-4418
Fax (954) 480-4388

Bid Number 20-07-PC
Title Coastal Engineering Consulting Services
Bid Type RFQ
Issue Date 12/6/2019 09:29 AM (ET)
Close Date 1/6/2020 03:00:00 PM (ET)

Contact Information

Address City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441

Contact Paul Collette, Buyer
Department Purchasing & Contract Admin. Division
Building A
Floor/Room 2nd
Telephone (954) 480-4418
Fax (954) 480-4388
Email pcollette@deerfield-beach.com

Ship to Information

Address

Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
Cyriacks Environmental Consulting Services, Inc	Wendy Cyriacks	Deerfield Beach, FL	wc@cecosenvironmental.com; support@cecosenvironmental.com	Manual
24-7 Consulting, LLC	Mellisa McColley	Tallahassee, FL	Corporate@247ConsultingLLC.com	Auto
300 Engineering Group, P.A.		Miami, FL	fatorrealba@300engineering.com	Auto
ABACO Engineering, Inc.	Azita Behmardi	Parkland, FL	abehmardi@abacoengineering.com	Auto
Absolute Civil Engineering Solutions, LLC	Tiffany Leal	Davie, FL	tleal@absoluteces.com	Auto
ACAI Associates, Inc.	Ellen Sespaniak	Fort Lauderdale, FL	esespaniak@aecmworld.com	Auto
Acordis International Corp	Jay Shumney	Miramar, FL	jshumney@acordiscorp.com	Auto
Advanced Enviro Systems	Ninette Warren	Chester, PA	nwarren@adenviro.com	Auto
AE Engineering Inc.	Wanda J Cordoba	Deerfield Bch, FL	jamellc@aeengineeringinc.com	Auto
AEI Consultants (All Environmental, Inc.)	About Abdelghani	Boca Raton, FL	aabdelghani@aeiconsultants.com	Auto
AIP US, LLC	Min Wang	Miami, FL	mwang@aip-us.com	Auto
American Toner & Ink Corp.	Freddy Acero	Pompano Beach, FL	freddy@amerton.com	Auto
Apex Companies, LLC		Jacksonville, FL	Frances.Wood@apexcos.com	Auto
Applied Pavement Technology, Inc.	Tracey Smith	Reno, NV	tsmith@appliedpavement.com	Auto
APTIM Environmental & Infrastructure, LLC.	Tracie McCauley	Boca Raton, FL	tracie.mccauley@aptim.com	Auto
Associated Consulting Professionals, Inc.	Genia Penna	Oldsmar, FL	apenna@tampabay.rr.com	Auto
Atkins North America, Inc.	Christie Kersey	Tampa, FL	christie.kersey@atkinsglobal.com	Auto
Automated Merchant Systems	Nancy Murphy	Altamonte Springs, FL	nmurphy@automatedmerchant.com	Auto
Bessolo Design Group, Inc.	Linda Szymanski	St. Petersburg, FL	officemanager@bessolo.com; marketing@bessolo.com	Auto
Bildworx Design (Bildworx Design, LLC)	Sima Azar	Weston, FL	sima@bildworx.com	Auto
Biscayne Engineering Company, Inc	Melisa Bolton Calabrese	Miami, FL	chbustos@biscayneengineering.com	Auto
BRILLIANT MINDS STRATEGIES, INC.	TINA M. WHITE	RIVIERA BEACH, FL	tinabrilliantminds@comcast.net	Auto
BROOKS ACOUSTICS CORPORATION	Brooks Bennett	Vernon, CT	sboland@aeassistancegroup.com	Auto
Brown and Caldwell	Robbin Kilgore	Maitland, FL	rkilgore@brwnclad.com	Auto
Bryant Miller Olive P.A.		Tallahassee, FL	RFP@bmolaw.com	Auto
Callaway Marine Technologies, Inc.	Ron Coddington	Deerfield Beach, FL	Rcoddington@callawaymarine.com	Auto
Calvin, Giordano & Associates, Inc.	Victoria Mims	Fort Lauderdale, FL	rbanks@cgasolutions.com; vmims@cgasolutions.com	Auto
Calvin, Giordano & Associates, Inc.		Fort Lauderdale, FL	seichner@cgasolutions.com	Auto
Carollo Engineers, Inc.		Walnut Creek, CA	mwandling@carollo.com	Auto
CDM Smith Inc.	Jennie Pierson	Boston, MA	piersonjl@cdmsmith.com	Auto
CES Consultants, INC.	Veneisy Andrade	Miami Lakes, FL	vandrade@cesconsult.com	Auto
Claude B Seltzer & Associates, Inc.	Claude B Seltzer	Sunrise, FL	CSeltzer@SeltzerAssociates.net	Auto
CMKsafety, LLC	Delano Hart	Valrico, FL	delano.hart@cmksafety.com	Auto
Coastal Engineering Consultants, Inc.	Karen Taylor	Naples, FL	ktaylor@ceciff.com	Auto
Coastal Protection Engineering LLC	Lauren Floyd	Boca Raton, FL	lfloyd@coastalprotectioneng.com	Auto
Coastal Risk (Coastal Risk Consulting LLC)	Rajiv Krishnan	Plantation, FL	rajiv.krishnan@coastalriskconsulting.com	Auto
Colin Baenziger & Associates (Colin Baenziger)	Colin Baenziger	Daytona Beach Shores, FL	Lynelle@cb-asso.com	Auto
Concentric Energy Advisors		Marlborough, MA	apodedworny@ceadvisors.com	Auto
ConstructConnect (iSqFt, Inc.)		Cincinnati, OH	content@constructconnect.com	Auto
counsilman-hunsaker	linda duerst	St. Louis, MO	lindaduerst@chh2o.com	Auto

Craig A. Smith & Associates, Inc.	Amanda Denton	Boca Raton, FL	adenton@craigasmith.com	Auto
Credo Consulting Engineers, LLC	Irina Goldenberg	fort lauderdale, FL	irina@credo-engineers.com	Auto
CSA Ocean Sciences	Kristen L Metzger	Stuart, FL	kmetzger@conshelf.com	Auto
CTC Technology & Energy (Columbia Telecommunications Corporation)	Cheryl Johnson	Kensington, MD	cjohnson@ctcnet.us	Auto
Cummins Cederberg, Inc.	Cat Olnick	Miami, FL	colnick@cumminscederberg.com	Auto
D&B Engineers and Architects, P.C.	Sharmin Siddique	Coral Gables, FL	randerson@db-eng.com	Auto
D&J Enterprises, Inc.	Jason Sanders	Auburn, AL	djstorm4@gmail.com	Auto
Denison Parking	Jeff Lantz	Pompano Beach, FL	jlantz@denisonparking.com	Auto
E Sciences, Incorporated	Carolyn Foster	Orlando, FL	cfoster@esciencesinc.com	Auto
EE&G Environmental Services, LLC	Carolyn Bailey	Miami Lakes, FL	cbailey@eeandg.com	Auto
Energy Solutions Worldwide	Paul Dudley	Deerfield Beach, FL	paul@energysolutionsworldwide.com	Auto
Energy Systems Group, LLC	Tracie Lampton	Clearwater, FL	tlampton@energysystemsgroup.com	Auto
Engenuity Group Inc.	Bradley Jackson	West Palm Beach, FL	bjackson@engenuitygroup.com	Auto
Engenuity Group, Inc.	Bradley Jackson	West Palm Beach, FL	arayman@engenuitygroup.com	Auto
Environmental Financial Group, Inc.	Scott Harder	Chicago, IL	seharder@efg.com	Auto
EPAC Environmental Services, Inc.	Stephanie Voris	Pompano Beach, FL	svoris@epacinc.com	Auto
Excergy Corporation		Denver, CO	mdavis@excergy.com	Auto
Expert Center LLC	Sofya Bodzin	North Miami Beach, FL	contracts@expertcenter.us	Auto
Facillitee, Inc.	Damien Condo	North Palm Beach, FL	dcondo@facillitee.com	Auto
gallo herbert architect	Brian Herbert	deerfield beach, FL	Bherbert@galloherbert.com	Auto
Geosyntec Consultants, Inc.	Vallie Strickland	Boca Raton, FL	vstrickland@geosyntec.com; mellard@geosyntec.com	Auto
GHD Inc.	Craig J. Kruempel	Wellington, FL	Craig.Kruempel@ghd.com	Auto
Haks Engineers, Architects and Land Surveyors, P.C.	Ody Bermudez	Miami Lakes, FL	obermudez@haks.net	Auto
Hazen and Sawyer, PC	Julie Forgione	Hollywood, FL, FL	southeastmarketing@hazenandsawyer.com	Auto
Hitek, LLC	Jorge Orozco	Coral Springs, FL	jorozco@hitekllc.com	Auto
HOWARD TECHNOLOGY SOLUTIONS (Howard Industries Inc)	Melissa Reeves	Ellisville, MS	bids@howardcomputers.com	Auto
HRT Construction Group	William Hall	miramar, FL	hrtconstructiongroup@gmail.com	Auto
ICE (International Consulting Engineers Inc)	James Khalil	Delray Beach, FL	jkhali@ice-inc.net	Auto
Infrastructure Power Systems (IPS Cooling & Power)	Jose Astacio	Orlando, FL	jastacio@infrastructurepower.net	Auto
Insight Global		Atlanta, GA	alexandra.carpenter@insightglobal.com	Auto
iPhone and iPad Warehouse	Brian Farrell	North Miami Beach, FL	brian@ppwstores.com	Auto
J & E Construction	Jorge Guinovart	Miami, FL	jorge@jeconstruct.com	Auto
James F. Schnelle, Jr., P.E. (Environmental Management & Engineering, LLC)	James F. Schnelle, Jr., P.E.	Palm Beach Gardens, FL	jfschnelle@aol.com	Auto
JLA Geosciences, Inc.	Julia Pavlock	Jupiter, FL	jpavlock@jlageosciences.com	Auto
KCI Technologies, Inc.	Rene Azcarreta	Fort Lauderdale, FL	rene.azcarreta@kci.com	Auto
Keith and Schnars	marketing@ksfla.com	Fort Lauderdale, FL	ekalayci@ksfla.com	Auto
Kessler Consulting, Inc.	Mitch Kessler	Tampa, FL	mk@kesconsult.com	Auto
Langan Engineering and Environmental Services, Inc.	Cristina M. Gonzalez, PE	Miami Lakes, FL	glorenzo@langan.com	Auto
LIMCO Engineering Inc	Lenworth Palmer	Lighthouse Point, FL	info@limcoengineering.com	Auto
Management Partners, Inc.	Kevin Knutson	Cincinnati, OH	bids@managementpartners.com	Auto
Maser Consulting P.A.	John Liptak	Miami, FL	stheard@maserconsulting.com	Auto
Master Consulting Engineers, Inc.	Armando Castellon, Pe	Tampa, FL	MARKETING@MCENGINEERS.COM	Auto
Mathews Consulting, a Baxter & Woodman Company (Baxter & Woodman, Inc.)	Joe Kenney	Fort Lauderdale, FL	marketing@baxterwoodman.com	Auto
MDW Group, Inc	Claudia Eguiguren	Hollywood, FL	claudia@miamidigitalworld.com	Auto
MGT of America, Inc.	Shannon Blakey	Tallahassee, FL	rcvrfp@mgtamer.com	Auto
Mitaja Corporation	Sandeep Gupta	Fulton, MD	governmentsales@mitajacorp.com	Auto
MNC Ltd. (Martin Newby Consulting Ltd.)		Calgary, AB	mnc@mnc.ca	Auto
Motre Co LLC		Royal Palm Beach, FL	llawr17@gmail.com	Auto
MSW Consultants (MidAtlantic Solid Waste Consultants)	Lauren Hayman	Orlando, FL	jculbertson@mswconsultants.com	Auto
Neumeric Technologies Corporation (Sudheer Gaddam)		Wessterville, OH	projects@ntc-us.com	Auto
Newkirk Engineering Inc.		ORMOND BEACH, FL	info@newkirk-engineering.com	Auto

Nova Engineering & Environmental, LLC	Jason Hill	Fort Lauderdale, FL	nforesman@usanova.com; etufo@usanova.com	Auto
O&S Associates, Inc.	Scott Zimmerman	Lauderdale-by-the-Sea, FL	marketing@oandsassociates.com	Auto
OESBD		Fort Lauderdale, FL	pdanberg@broward.org	Auto
Old Skool Gang Ventures Inc	Paul Lewis	Pembroke Pines, FL	plewiscoi@yahoo.com	Auto
OpTerra Energy Services, Inc.	Steven Spurgeon	Overland Park, KS	sspurgeon@opterraenergy.com	Auto
Paramount Engineeringgroup	Peter Karekos	Boca Raton, FL	Paramountengineeringgroup@AOL.com	Auto
PE Services LLC	Patricia Valencia	PEMBROKE PINES, FL	pvalencia@peservicesllc.com	Auto
Peace of Mind Billing LLC	Jill Oldaker	Peachtree Corners, GA	jill@pombllc.com	Auto
Pistorino & Alam Consulting Engineers, Inc.	Nasir M. Alam	Miami, FL	Nalam@pamiami.com	Auto
PMG Associates, Inc.	Kathleen Gonot	Deerfield Beach, FL	kathy@pmgaecon.com	Auto
Power System Engineering, Inc.	Jame Windisch	Madison, WI	windischj@powersystem.org	Auto
ProSys Information Systems, Inc.	mike bouis	Norcross, GA	mike.bouis@Prosysis.com	Auto
Rebuild-it Services Group (652211)	john lull	midvale, UT	jlull@rebuild-it.com	Auto
Sandra Walters Consultants, Inc.	Audrey Siu	Key West, FL	marketing@swcinc.net	Auto
Seguin, Texas	Jeffrey C Beard Sr	Seguin, TX	jeff@jbsafetyintl.com	Auto
SGM Engineering, Inc	Natalie Keister	Orlando, FL	natalie@sgmengineering.com	Auto
Slattery & Associates Architects	Robert Halula	Boca Raton, FL	bobh@slatteryarchitects.com	Auto
SNJ Muniservices, LLC	Sheila Jones	Orlando, FL	snjmuniservices@gmail.com	Auto
SoFI Corproation	Theresa	Fort LAuderdale, FL	tigoe@jiarchitects.com	Auto
Solid Builders Construction Company	Christopher Keltz	Pembroke Pines, FL	chrisk@solidbuildersconstruction.com	Auto
Sounetu LLP (Sounetu Consulting Group)	Magdala Randolphe	Fort Lauderdale, FL	mrandolphe@sounetu.com	Auto
Staffactory, LLC. (Chiraz Kelly)	Chiraz Kelly	Los Angeles, CA	presales@staffactory.com	Auto
Stantec Consulting Services Inc.	Grace Morales	Deerfield Beach, FL	grace.morales@stantec.com	Auto
StrategySmith, P.A.		Fort Lauderdale, FL	gsmith@strategysmith.com	Auto
Taylor Engineering	Jamie Gregory	JACKSONVILLE, FL	marketing@taylorengeering.com	Auto
TBE Group, Inc. dba Cardno TBE		Clearwater, FL	marilyn.waters@cardno.com	Auto
Tectonic Group International	Raof Shams	Pembroke Pines, FL	raof.shams@tecgi.com	Auto
Terracon Consultants, Inc.	Richard Minichiello	Fort Lauderdale, FL	staci.bolinger@terracon.com	Auto
The Aditu Agency	Megan Aderelle	Deerfield Beach, FL	info@theadituagency.com	Auto
The Avanti Company	Eric Corey	Avon Park, FL	ecorey@avanticompany.com	Auto
The Corradino Group, Inc.	Larry C. Johnson	Miami, FL	ljohnson@corradino.com	Auto
The Spearhead Group, Inc.	Vikki MCCullough	Houston, TX	melissap@spearheadgroup.com	Auto
Tindale-Oliver & Associates, Inc.	Susan Boda	Tampa, FL	sboda@tindaleoliver.com	Auto
Total Employee Sourcing	William Riley	Chapin, SC	williamriley@totalemployeesourcing.com	Auto
Total Municipal Solutions, Inc.	Raj Verma	Davie, FL	Rajvdavie@gmail.com	Auto
Tracer Electronics LLC	Robert L. O'Harold	Lebanon, TN	roharold@tracerelectronicsllc.com	Auto
Triton Creative Corporation	Paulo Amaral	Deerfield Beach, FL	paulo@tritoncreative.com	Auto
US IT Solutions, Inc.		Santa Clara, CA	state.rfp@usitsol.com	Auto
Utility Compliance Inc.	Sheldon Primus	Port St. Lucie, FL	sheldon@utilitycompliance.com	Auto
VirtuIT Systems, Inc.	Fred Gibbons	Nanuet, NY	fgibbons@virtuitsystems.com	Auto
Vitaver Staffing (Vitaver & Associates, Inc.)	Pablo Vitaver	Fort Lauderdale, FL	registrations@vitaver.com	Auto
W Mack and Associates, Inc	Dr. Wilhelmena Mack	Lauderhill, FL	drwmack@wmackassoc.net	Auto
Water I.T. (Water I.T., LLC)	Antonio Cabrera	Medley, FL	antonio.cabrera@waterit.net	Auto
Witt O'Brien's, LLC	Contracts and Compliances	Washington, DC	vendors@wittobriens.com	Auto
Wood Environment & Infrastructure Solutions, Inc.		Alpharetta, GA	floridamarketing@woodplc.com	Auto
Woods Hole Group	Robert Hamilton	Bourne, MA	bhamilton@whgrp.com	Auto
Youth Environmental Alliance, Inc.	Lee Gottlieb	Davie, FL	andy@yeafrog.org	Auto

External Invitations

Invite Date	Email	Status
12/18/2019 10:05 AM (ET)	cmiller@coastaleco-group.com	Invitation Sent
12/18/2019 10:12 AM (ET)	jwaszak@appliedtm.com	Invitation Sent

12/18/2019 10:04 AM jennifer.ribotti@tetrattech.com
(ET)

Invitation Sent

12/18/2019 10:01 AM jpabon@moffatnichol.com
(ET)

Invitation Sent

Bid Notes

The City of Deerfield Beach invites qualified firms to submit statements of qualification to provide Coastal Engineering Consulting Services pursuant to Florida Statute 287.055, Consultant Competitive Negotiation Act (CCNA).

Bid Activities

Date	Name	Description
12/19/2019 05:00 PM (ET)	Last Day the City Will Issue Addenda	Addenda be released via the eProcurement Marketplace when necessitated. This the last date and time the City will issue an addendum.

Bid Messages

Date	Subject	Message
01/02/20	Solicitation Closing Courtesy Reminder	This is a courtesy reminder that this solicitation opportunity will be closing on Monday, January 6, 2020 at 2:00 PM. If you are not submitting a response to this RFQ, please provide your reasons via e-mail to Paul Collette, Buyer at pcollette@deerfield-beach.com. Thank you.
01/08/20	Public Notice for Evaluation Committee Meeting	You are hereby notified that the Evaluation Committee for Coastal Engineering Consulting Services, RFQ #20-07-PC will meet on Tuesday, January 14, 2020 at 12:30 p.m. EST. The location of the meeting is 401 SW 4th Street, Deerfield Beach, FL 33441 (Central City Campus, Bldg. A, 2nd Floor Large Conference Room). The purpose of the evaluation meeting is to discuss the responsive proposals received, rank those proposals, and decide on the next course of action, whether that be to make a recommendation to the City Commission or request oral presentations from the short-listed Proposers. Should you have any questions regarding this meeting, please contact the Purchasing and Contract Administration Division at 954-480-4381. This is a public meeting held in accordance with Florida Statute Chapter 286.

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	20-07-PC Request for Qualifications Package.pdf	Request for Qualifications Package
Header	20-07-PC Attachment A - Vendor Performance Ref. Verification Survey Form.pdf	Attachment A - Vendor Performance Reference Verification Survey Form. The Vendor Performance Reference Verification Survey Form shall be completed by your five (5) references and provide it with you response attachments.
Header	20-07-PC Attachment B - Draft Agreement.pdf	Attachment B - Draft Agreement. THIS DOCUMENT IS NOT REQUIRED WITH THE RESPONSE. THIS DOCUMENT SHALL BE EXECUTED BY THE SUCCESSFUL OFFEROR.
Header	20-07-PC Exhibit I - Tentative Schedule of Events.lsx.pdf	Exhibit I - Tentative Schedule of Events

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Executive Summary/Letter of Transmittal : Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.
2	YES	Firm's Experience and Qualifications of Principal and Staff : Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.
3	YES	Firm's Understanding of the projects and City's Objectives : Offeror shall submit their understanding of the projects and City's objectives for coastal engineer consulting services as per scope of services in this RFQ.
4	YES	Firm's History and Past Performance of Similar Projects : Offeror shall submit their history and past performances for (3) projects with similar scope of work and size within a minimum of (3) years.
5	YES	Financial Plan, Capital, and Capabilities : Submit financial audits and statements for the past two (2) reporting years. If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.
6	YES	Current Agreements : Offeror shall provide a list of current agreements with adjacent (or nearby) municipalities and/or counties. Provide the name of agency, contact person(s) information, year of agreement, and agreement dollar amount.
7	YES	Attachment A – Vendor Performance Reference Verification Survey Form : Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.
8	YES	Proof of Insurability : Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.
9	YES	Copies of Applicable Licenses and Certifications : Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.
10	YES	Business Tax Receipt : Submit a copy of your firm's business tax receipt for the principal place of business.
11	NO	Certified Business Entity (CBE) Certification : Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.
12	NO	Schedule of Participation from Disadvantage Business Entity(s) : Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.
13	NO	Compliance with Florida Fictitious Name Statute : If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.
14	YES	Corporate Annual Report : Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).
15	NO	Ethics Code Disclosure : a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)
16	YES	W-9 Form : Submit a copy of your firm's W-9 Form.

Bid Attributes

#	Name	Note	Response
1	Drug-Free Workplace Programs	Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Valid Responses: [Please Select], Yes, No	Required
2	Professional Services Indemnification	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 Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Valid Responses: I Agree	Required

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirrant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirrant.
Valid Responses: I Affirm

Required

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.
Valid Responses: I affirm

Required

5	Certified Business Entity Affirmation	1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity	Required
6	Ethics Code Disclosure	Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.) Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable	Required
7	Completing the Statements of Qualification	All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.	Display
8	Individuals with legal authority to contract	In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.	Required
9	Compliance with Florida Factitious Name Statute	If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.	Display
10	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated?	Required

11	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation?	Required
12	Attachment A – Vendor Performance Reference Verification Survey Form	Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments. Valid Responses: I have completed and attached my references	Required
13	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Valid Responses: Yes	Required
14	Use of Subconsultants	Will you be using any subconsultants? Valid Responses: [Please Select], Yes, No	Required
15	List of Subconsultants	If using subconsultants state the name of the subconsultant(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.	Required
16	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	Required
17	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required
18	Conflicts of Interest	Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.	Required
19	Response and Recovery of a Declared Emergency	The City of Deerfield Beach anticipates using the products and services contemplated in this solicitation during the response and recovery of a declared emergency. Will your firm adhere to the Federal procurement and contract standards stated herein and provide the level of service that would be required during such an emergency? Valid Responses: I Affirm	Required

I affirm that I have read, understand, and shall comply with requirements stated herein: A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Valid Responses: I Affirm



20-07-PC

**APTIM Environmental & Infrastructure, LLC.
Supplier Response**

Event Information

Number: 20-07-PC
Title: Coastal Engineering Consulting Services
Type: Request for Qualifications
Issue Date: 12/6/2019
Deadline: 1/6/2020 03:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified firms to submit statement s of qualification to provide Coastal Engineering Consulting Services pursuant to Florida Statute 287.055, Consultant Competitive Negotiati on Act (CCNA).

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

APTIM Environmental & Infrastructure, LLC. Information

Contact: Tracie McCauley
Address: 2481 NW Boca Raton Blvd.
Boca Raton, FL 33431
Phone: (561) 391-8102
Fax: (561) 391-9116
Email: tracie.mccauley@cbi.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Tracie McCauley
Signature

tracie.mccauley@aptim.com
Email

Submitted at 1/6/2020 12:37:54 PM

Supplier Note

If you should have any questions regarding this submittal, please contact Tracie McCauley at 561-361-3167.

Requested Attachments

Executive Summary/Letter of Transimttal

Section 1 - Executive Summary_Letter of Transmittal.pdf

Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Firm's Experience and Qualifications of Principal and Staff

Section 2 - Firms Experience and Qualifications of Principal and Staff.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Firm's Understanding of the projects and City's Objectives

Section 3 - Firms Understanding of the Projects and City's Objectives.pdf

Offeror shall submit their understanding of the projects and City's objectives for coastal engineer consulting services as per scope of services in this RFQ.

Firm's History and Past Performance of Similar Projects

Section 4 - Firms History and Past Performance of Similar Projects.pdf

Offeror shall submit their history and past performances for (3) projects with similar scope of work and size within a minimum of (3) years.

Financial Plan, Capital, and Capabilities

Section 5 - Financial Plan, Capital, and Capabilities.pdf

Submit financial audits and statements for the past two (2) reporting years. If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Current Agreements

Section 6 - Current Agreements.pdf

Offeror shall provide a list of current agreements with adjacent (or nearby) municipalities and/or counties. Provide the name of agency, contact person(s) information, year of agreement, and agreement dollar amount.

Attachment A – Vendor Performance Reference Verification Survey Form

Section 7 - Attachment A - Vendor Performance Reference Verification Survey Form.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Proof of Insurability

Section 8 - Proof of Insurability.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Section 9 - Copies of Applicable Licenses and Certifications.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Section 10 - Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Compliance with Florida Fictitious Name Statute

No response

If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.

Corporate Annual Report

APTIM Corporate Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Submit a copy of your firms W-9 Form.

Bid Attributes

1 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Yes

2 Professional Services Indemnification

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 Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

5 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

6 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

7 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

8 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

9 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

10	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated? Aptim Environmental & Infrastructure, LLC f/k/a Aptim Environmental & Infrastructure, Inc, f/k/a CB&I Environmental & Infrastructure, Inc, f/k/a Shaw Environmental Inc.
11	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation? 17
12	Attachment A – Vendor Performance Reference Verification Survey Form	Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments. Provided
13	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
14	Use of Subconsultants	Will you be using any subconsultants? Yes
15	List of Subconsultants	If using subconsultants state the name of the subconsultant(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. Coastal Protection Engineering LLC
16	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. As a major international construction and engineering company with operations around the world, APTIM, as a normal course of business, is engaged in legal actions in connection with engineering and construction projects, technology licenses and other matters. These claims, include employment-related claims and contractual disputes or claims for personal injury or property damage which occur in connection with services performed relating to project or construction sites. APTIM does not currently believe that pending contractual, employment-related personal injury or property damage claims will have a material adverse effect on our earnings or liquidity or ability to execute your project.
17	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? Not applicable

18

Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

9

Response and Recovery of a Declared Emergency

The City of Deerfield Beach anticipates using the products and services contemplated in this solicitation during the response and recovery of a declared emergency. Will your firm adhere to the Federal procurement and contract standards stated herein and provide the level of service that would be required during such an emergency?

20

Section 3 Clause Statement of Understanding

I affirm that I have read, understand, and shall comply with requirements stated herein: A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. E. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



20-07-PC

Cummins Cederberg, Inc.

Supplier Response

Event Information

Number: 20-07-PC
Title: Coastal Engineering Consulting Services
Type: Request for Qualifications
Issue Date: 12/6/2019
Deadline: 1/6/2020 03:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified firms to submit statement s of qualification to provide Coastal Engineering Consulting Services pursuant to Florida Statute 287.055, Consultant Competitive Negotiati on Act (CCNA).

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
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Phone: (954) 480-4418
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Cummins Cederberg, Inc. Information

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Miami, FL 33143
Phone: (305) 741-6155
Email: colnick@cumminscederberg.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Jannek Cederberg
Signature

jcederberg@cumminscederberg.com
Email

Submitted at 1/6/2020 10:39:37 AM

Requested Attachments

Executive Summary/Letter of Transimttal

1 Executive Summary.pdf

Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Firm's Experience and Qualifications of Principal and Staff

2 Experience and Qualifications.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Firm's Understandng of the projects and City's Objectives

3 Understanding of Projects and Objectives.pdf

Offeror shall submit their understanding of the projects and City's objectives for coastal engineer consulting services as per scope of services in this RFQ.

Firm's History and Past Performance of Similar Projects

4 History and Past Performance.pdf

Offeror shall submit their history and past performances for (3) projects with similar scope of work and size within a minimum of (3) years.

Financial Plan, Capital, and Capabilities

5 Finance and Litigation.pdf

Submit financial audits and statements for the past two (2) reporting years. If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Current Agreements

6 Current Agreements.pdf

Offeror shall provide a list of current agreements with adjacent (or nearby) municipalities and/or counties. Provide the name of agency, contact person(s) information, year of agreement, and agreement dollar amount.

Attachment A – Vendor Performance Reference Verification Survey Form

7 Vendor Performance Reference.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your firm (5) references and provide it with your Response Attachments.

Proof of Insurability

8 Proof of Insurance.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

9 Licenses Certifications.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

10 Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification

11 CBE.pdf

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Schedule of Participation from Disadvantage Business Entity(s)

12 DBE CBE SBE.pdf

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Compliance with Florida Fictitious Name Statute

No response

If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.

Corporate Annual Report

Sunbiz 2019.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

W-9 Form

2019 CC W9.pdf

Submit a copy of your firm's W-9 Form.

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes
2	Professional Services Indemnification 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 Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Vendor Indemnifies City
3	Non-Collusive Affirmation 1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant. Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

5 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

6 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

7 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

8 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Jannek Cederberg - Principal, Jason Cummins - Principal

9 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

10	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated? Not applicable
11	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation? 10
12	Attachment A – Vendor Performance Reference Verification Survey Form	Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments. Provided
13	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
14	Use of Subconsultants	Will you be using any subconsultants? Yes
15	List of Subconsultants	If using subconsultants state the name of the subconsultant(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. Terraquatic (TAI) for topographic/bathymetric survey, American Vibracore Services (AVS) for sand searches (offshore geology), Tierra South Florida (TSF - DBE, SBE) for sediment testing (geotechnical investigations), Cyriacks Environmental Consulting Services (CECOS - W/MBE, DBE, CBE) for shorebird monitoring, wetland and upland surveys, and the Balmoral Group (TBG - WBE, DBE, SBE) for detailed economic analyses as part of sustainability and resiliency planning.
16	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. Not applicable
17	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? Not applicable

18

Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

19

Response and Recovery of a Declared Emergency

The City of Deerfield Beach anticipates using the products and services contemplated in this solicitation during the response and recovery of a declared emergency. Will your firm adhere to the Federal procurement and contract standards stated herein and provide the level of service that would be required during such an emergency?

20

Section 3 Clause Statement of Understanding

I affirm that I have read, understand, and shall comply with requirements stated herein: A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. E. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



20-07-PC

Humiston & Moore Engineers

Supplier Response

Event Information

Number: 20-07-PC
Title: Coastal Engineering Consulting Services
Type: Request for Qualifications
Issue Date: 12/6/2019
Deadline: 1/6/2020 03:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified firms to submit statement s of qualification to provide Coastal Engineering Consulting Services pursuant to Florida Statute 287.055, Consultant Competitive Negotiati on Act (CCNA).

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Humiston & Moore Engineers Information

Contact: Celia Fellows
Address: 5679 Strand Court
Naples
Naples, FL 34110
Phone: (239) 594-2021
Email: cf@humistonandmoore.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Celia Fellows

Signature

Submitted at 1/6/2020 11:20:57 AM

cf@humistonandmoore.com

Email

Requested Attachments

Executive Summary/Letter of Transmittal

1-ExecutiveSummary.pdf

Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Firm's Experience and Qualifications of Principal and Staff

HM-2-Response.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Firm's Understanding of the projects and City's Objectives

3A-HM-Response Text.pdf

Offeror shall submit their understanding of the projects and City's objectives for coastal engineer consulting services as per scope of services in this RFQ.

Firm's History and Past Performance of Similar Projects

4B-HM-Response-wPS.pdf

Offeror shall submit their history and past performances for (3) projects with similar scope of work and size within a minimum of (3) years.

Financial Plan, Capital, and Capabilities

HM-Financial.pdf

Submit financial audits and statements for the past two (2) reporting years. If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Current Agreements

Current-Agreements.pdf

Offeror shall provide a list of current agreements with adjacent (or nearby) municipalities and/or counties. Provide the name of agency, contact person(s) information, year of agreement, and agreement dollar amount.

Attachment A – Vendor Performance Reference Verification Survey Form

HM-References.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Proof of Insurability

HM-Insurance-Certificate.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

HM-Licenses.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

2019-2020-Collier-County.pdf

Submit a copy of your firm's business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification

CBE-Certification.pdf

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Schedule of Participation from Disadvantage Business Entity(s)

CBE-Certification.pdf

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Compliance with Florida Fictitious Name Statute

Compliance with Fictitious Names Statute2.pdf

If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.

Corporate Annual Report

Sunbiz-Org-HM.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Ethics Code Disclosure

Ethics Code Disclosure2.pdf

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

W-9 Form

W-9 Humiston-Moore.pdf

Submit a copy of your firm's W-9 Form.

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes
2	Professional Services Indemnification 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 Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Vendor Indemnifies City
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An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

5 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

6 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

7 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

8 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Mohamed A. Dabees, PhD., P.E., D.CE., Vice-President and Brett D. Moore, P.E., D.CE., President

9 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

10	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated? Humiston & Moore Engineers has not operated under any other name
11	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation? 28
12	Attachment A – Vendor Performance Reference Verification Survey Form	Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments. Provided
13	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
14	Use of Subconsultants	Will you be using any subconsultants? Yes
15	List of Subconsultants	If using subconsultants state the name of the subconsultant(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. Humiston & Moore made a Good Faith Effort to meet the Program goals established by the City of Deerfield Beach in support of disadvantaged businesses. The proposed team does not include any DBE firms. If awarded a contract, Humiston & Moore Engineers will continue to make the Good Faith Effort expected of the City to meet or exceed the goals of the City of Deerfield Beach Disadvantaged Business Enterprise Program. The team will include: • Sea Diversified Inc., William Sadler: field investigations and data collection. 20% • CSA Ocean Sciences, Inc., Chip Baumberger Jr.: biological and archaeological assessments. 10% • AVS, an Amdrill Company, Fred Kaub: geotechnical sampling and sediment analysis. 15% • Geosyntec Consultants, Inc., Paul Tschirky: planning, resilience and adaptation. 15%
16	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No
17	Criminal Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? No criminal litigation history to disclose

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Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

19

Response and Recovery of a Declared Emergency

The City of Deerfield Beach anticipates using the products and services contemplated in this solicitation during the response and recovery of a declared emergency. Will your firm adhere to the Federal procurement and contract standards stated herein and provide the level of service that would be required during such an emergency?

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Section 3 Clause Statement of Understanding

I affirm that I have read, understand, and shall comply with requirements stated herein: A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. E. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).



20-07-PC

**Coastal Systems International, Inc.
Supplier Response**

Event Information

Number: 20-07-PC
Title: Coastal Engineering Consulting Services
Type: Request for Qualifications
Issue Date: 12/6/2019
Deadline: 1/6/2020 03:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified firms to submit statement s of qualification to provide Coastal Engineering Consulting Services pursuant to Florida Statute 287.055, Consultant Competitive Negotiati on Act (CCNA).

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Coastal Systems International, Inc. Information

Address: 464 S Dixie Hwy
Coral Gables, FL 33146
Phone: (305) 661-3655
Fax: (305) 661-1914

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

R. Harvey Sasso

Signature

rhsasso@coastalsystemsint.com

Email

Submitted at 1/6/2020 1:01:11 PM

Requested Attachments

Executive Summary/Letter of Transimttal

Executive Summary_LOT.pdf

Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Firm's Experience and Qualifications of Principal and Staff

Firms Experience and Qualifications of Principal and Staff.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Firm's Understandng of the projects and City's Objectives

Firms Understanding of the Projects and Citys Objectives.pdf

Offeror shall submit their understanding of the projects and City's objectives for coastal engineer consulting services as per scope of services in this RFQ.

Firm's History and Past Performance of Similar Projects

Firms History and Past Performance of Similar Projects.pdf

Offeror shall submit their history and past performances for (3) projects with similar scope of work and size within a minimum of (3) years.

Financial Plan, Capital, and Capabilities

CSI Financials.pdf

Submit financial audits and statements for the past two (2) reporting years. If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Current Agreements

Current Agreements_Final.pdf

Offeror shall provide a list of current agreements with adjacent (or nearby) municipalities and/or counties. Provide the name of agency, contact person(s) information, year of agreement, and agreement dollar amount.

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Proof of Insurability

Proof of Insurability.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Copies of Applicable Licenses and Certifications.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification

Certified Business Entity (CBE) Certification.pdf

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Schedule of Participation from Disadvantage Business Entity(s)

Schedule of Participation from Disadvantage Business Entity(s).pdf

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Compliance with Florida Fictitious Name Statute

Compliance with Florida Fictitious Name Statute.pdf

If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.

Corporate Annual Report

Corporate Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Ethics Code Disclosure

Ethics Code Disclosure.pdf

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

W-9 Form

W9 Form.pdf

Submit a copy of your firm's W-9 Form.

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes
2	Professional Services Indemnification 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 Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City. Vendor Indemnifies City
3	Non-Collusive Affirmation 1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant. Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

5 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

6 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

7 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

8 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

9 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

1 0	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? Coastal Technology
1 1	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 25
1 2	Attachment A – Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments. Provided
1 3	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 4	Use of Subconsultants Will you be using any subconsultants? Yes
1 5	List of Subconsultants If using subconsultants state the name of the subconsultant(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. Applied Ecology Water Resources Management Association
1 6	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No
1 7	Criminal Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? The following lists all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last ten (10) years. Litigation History: M.K. Contractors vs. Main Highway Development, LLC Coastal Systems International was named as a co-defendant in the litigation, M.K. Contractors vs. Main Highway Development, LLC., Zyscovich, Inc., Louis J. Aguirre & Associates, P.A., DDA Engineers, P.A., Kaderabek & Barreiro Consultants, Inc., and Coastal Systems International. The case number is 10-01409 CA25 as filed in the Circuit Court of Eleventh Judicial Circuit in Miami-Dade County. The General Contractor, M.K. Contractors, for the Project filed a claim against the developer and the architectural/engineering consultants on the project on January 12, 2010. The construction for the project was completed in 2007. Coastal Systems filed a motion to dismiss the claim on January 29, 2010 for failure to state a cause of action on the

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Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

N/A

19

Response and Recovery of a Declared Emergency

The City of Deerfield Beach anticipates using the products and services contemplated in this solicitation during the response and recovery of a declared emergency. Will your firm adhere to the Federal procurement and contract standards stated herein and provide the level of service that would be required during such an emergency?

I Affirm

20

Section 3 Clause Statement of Understanding

I affirm that I have read, understand, and shall comply with requirements stated herein: A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. E. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Complies with Section 3 Requirement



**20-07-PC
GHD Inc.
Supplier Response**

Event Information

Number: 20-07-PC
Title: Coastal Engineering Consulting Services
Type: Request for Qualifications
Issue Date: 12/6/2019
Deadline: 1/6/2020 03:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified firms to submit statement s of qualification to provide Coastal Engineering Consulting Services pursuant to Florida Statute 287.055, Consultant Competitive Negotiati on Act (CCNA).

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

GHD Inc. Information

Contact: Craig J. Kruempel
Address: 3380 Fairlane Farms Road
Suite 16
Wellington, FL 33414
Phone: (561) 688-9008
Email: Craig.Kruempel@ghd.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Maura Kenny
Signature

Maura.Kenny@ghd.com
Email

Submitted at 1/6/2020 12:36:52 PM

Supplier Note

January 06, 2020 Mr. Paul Collette, Buyer City of Deerfield Beach 401 SW 4th Street Deerfield Beach, Florida 33441 RE: City of Deerfield Beach, Florida Request for Qualifications (RFQ #20-07-PC) Coastal Engineering Consulting Services – Designation of Authorized Persons to Submit the GHD, Inc. Response Package Dear Mr. Collette: In compliance with the City of Deerfield Beach, Coastal Engineering Consulting Services (RFQ #20-07-PC), Section I - Response Requirements, Subsection 1. Submission and Receipt of Responses, c. which states: Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein. As a designated Principal with full signatory authority to bind GHD, Inc. to a contract with the City of Deerfield Beach, I respectfully request that the City recognize Ms. Maura Kenny, and/or Mr. Craig J. Kruempel as "Authorized Representatives" of GHD for the purposes of uploading / submitting our Response Package to RFQ #20-07-PC. This designation is restricted to uploading / submitting GHD's response only, and this letter is demonstration of my authorization for Ms. Kenny and/or Mr. Kruempel to submit the response package on my behalf via the City's eProcurement site: (<https://deerfield-beach.flionline.com/Desktop.aspx?pid=15&bid=551&bcid=65&bwid=1&ret=37>) All other responsibilities associated with executing a contract with the City of Deerfield Beach shall be personally addressed by me, or an authorized Principal of GHD in compliance with the City's requirements. If you have any questions pertaining to my designation of authorization for submittal of GHD's response to RFQ #20-07-PC, please do not hesitate to contact me at 770.359.7634 or via email at steven.davie@ghd.com. We look forward to favorable consideration by the City of Deerfield Beach and the honor and distinction of being selected to provide quality services to such a valued Client. Regards, Steven R. Davie, PE., D.CE GHD Principal Maritime and Coastal Leader - North America

Requested Attachments

Executive Summary/Letter of Transmittal

GHD Letter of Transmittal.pdf

Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

Firm's Experience and Qualifications of Principal and Staff 1.0 Qualifications and Experience of Principals and Staff.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Firm's Understanding of the projects and City's Objectives 2.0 Understanding of the Coastal Engineering Consulting.pdf

Offeror shall submit their understanding of the projects and City's objectives for coastal engineer consulting services as per scope of services in this RFQ.

Firm's History and Past Performance of Similar Projects 3.0 History and Past Performances of Similar Projects.pdf

Offeror shall submit their history and past performances for (3) projects with similar scope of work and size within a minimum of (3) years.

Financial Plan, Capital, and Capabilities Appendix 2 - Financial Info 191216 Coastal Env Svs Deerfield Beach.pdf

Submit financial audits and statements for the past two (2) reporting years. If your firm has financial audits and statements prepared by both existing employees and an external auditor or accountant, submit the financial audits and statements completed by the external auditor or accountant. Demonstrate your financial soundness and history of meeting financial obligations. Pursuant to Florida Statute 119.071 (1) General exemptions from inspection or copying of public records. (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. Provide a general description of their financial condition and identify any conditions (e.g. bankruptcy, pending litigation, impending mergers) that may affect your firm's ability to perform and/or complete the work.

Current Agreements Current Agreements 191216 Coastal Env Svs Deerfield Beach 6 JAN 20.pdf

Offeror shall provide a list of current agreements with adjacent (or nearby) municipalities and/or counties. Provide the name of agency, contact person(s) information, year of agreement, and agreement dollar amount.

Attachment A – Vendor Performance Reference Verification Survey Form Appendix 3 - References 191216 Coastal Env Svs Deerfield Beach.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Proof of Insurability Proof of Insurability.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications Appendix 5 -Licenses and Certs.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt 200930 Palm Beach County Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business.

Certified Business Entity (CBE) Certification DB_Coastal_Eng_Cons_Services_RFQ 20-07-PC_CBE-DBE.pdf

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 19.

Schedule of Participation from Disadvantaged Business Entity(s) DB_Coastal_Eng_Cons_Services_RFQ 20-07-PC_CBE-DBE.pdf

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

If you are operating under a fictitious name attach evidence of compliance with the Florida Fictitious Name Statute, FL Statute 865.09, to this response.

Corporate Annual Report

Appendix 2 - Financial Info 191216 Coastal Env Svs Deerfield Beach.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Ethics Code Disclosure

DB_Coastal_Eng_Cons_Services_RFQ 20-07-PC_Ethics Code Disclosedocx.pdf

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

W-9 Form

GHD W9.pdf

Submit a copy of your firms W-9 Form.

Response Attachments

191216 Coastal Env Svs Deerfield Beach 6 JAN 20.pdf

We have structured our proposal response based on the Evaluation Criteria outlined in the RFQ #20-07-PC (pg.3, b.)

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations. (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1). (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. Yes
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2 Professional Services Indemnification

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 Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and City Manager, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

☐ Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☐ Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☐ Affirmed

5 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a Disadvantaged Business Entity

6 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

7 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

8 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Steven Davie, Firm Principal. A Letter of Authorization from Mr. Davie to the City of Deerfield Beach requesting that the City recognize Ms. Maura Kenny, and/or Mr. Craig J. Kruempel as "Authorized Representatives" of GHD for the purposes of uploading / submitting our Response Package to RFQ #20-07-PC has been included as part of the transmittal letter and language has been added to the Supplier Notes section on the Response Submission page of this site.

9 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

10 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

Conestoga-Rovers & Associates 2013-2015 HSA Engineers & Scientists 2004-2013 Anchor Engineering Consultants, Inc. 1980-2004

11 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

12 Attachment A – Vendor Performance Reference Verification Survey Form

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

13 Licenses and Certifications

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
4**Use of Subconsultants**

Will you be using any subconsultants?

1
5**List of Subconsultants**

If using subconsultants state the name of the subconsultant(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

1
6**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

1
7**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

1
8**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

1
9**Response and Recovery of a Declared Emergency**

The City of Deerfield Beach anticipates using the products and services contemplated in this solicitation during the response and recovery of a declared emergency. Will your firm adhere to the Federal procurement and contract standards stated herein and provide the level of service that would be required during such an emergency?

Section 3 Clause Statement of Understanding

I affirm that I have read, understand, and shall comply with requirements stated herein: A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. E. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Complies with Section 3 Requirement

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: APTIM Environmental & Infrastructure, LLC

Project/Project #: Coastal Engineering Consulting Services
RFQ #20-07-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	1/9/20	Small Claims \$2,500 - \$5,000 Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	1/9/20	Bradley Lowe, CFO; Benjamin Butterfield, AS; Steven T. Downey, VP; Jeff Andrews, VP; Tyson Hackenberg, VP; Sina Seyedian, VP; Donald Lewis, VP; Todd Kindler, AS; Kay Griffin, Tres.; Wade Bass, Sec.; Tracie McCauley, Project Mgmt; CT Corp System, Registered Agent	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	1/9/20	Maintains Appropriate License. Expires 2/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Indian River County	1/9/20	☒ Yes ☐ No ☐ N/A
Palm Beach County	1/9/20	☒ Yes ☐ No ☐ N/A

Pinellas County	1/9/20	☒ Yes ☐ No ☐ N/A
Manatee County	1/9/20	☒ Yes ☐ No ☐ N/A
Martin County	1/9/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Aptim Environmental & Infrastructure, LLC
Agency Name: Indian River County, FL
Agency Contact: Quintin Bergman
Contact E-mail: qbergman@ircgov.com
Contact Phone #: 772.226.1648

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 2
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 2
9. Rate the overall performance of the Contractor. 3

Additional comments:

APTIM has been great to work with. Very knowledgeable of coastal projects and address issues quickly.

Vendor Name: Quintin Bergman Title: Environmental Specialist
(Please print - Person completing survey)

Signature: Quintin Bergman Date: 12-19-2019
(Person completing survey)

Reference verified by City Employee: Sandra Frances Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Aptim Environmental & Infrastructure, LLC
Agency Name: Palm Beach County, FL
Agency Contact: Andy Studt
Contact E-mail: astudt@pbcgov.org
Contact Phone #: 561.233.2539

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

APTIM/CPE have a long history of providing professional, effective,
and timely coastal engineering consulting services to Palm Beach County.

Vendor Name: Andy Studt Title: Program Supervisor, Coastal Resources
(Please print - Person completing survey)

Signature: Andrew J. Studt Date: 12/16/2019
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 1-10-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES RFQ #20-07-PC

Reference For: Aptim Environmental & Infrastructure, LLC
Agency Name: Pinellas County, FL
Agency Contact: Andrew Squires
Contact E-mail: asquires@co.pinellas.fl.us
Contact Phone #: 727.464.4633

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

The Aptim staff who have worked on Pinellas County
projects has consistently performed excellently and met all our expectations.

Vendor Name: Pinellas County - Andrew P. Squires Title: Interim Division Director
(Please print - Person completing survey) Environmental Mgmt. Division
Public Works Dept.

Signature: Andrew P. Squires Date: 12/16/2019
(Person completing survey)

Reference verified by City Employee: Shandra Francis Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Aptim Environmental & Infrastructure, LLC
Agency Name: Manatee County, Florida
Agency Contact: Charlie Hunsicker
Contact E-mail: charlie.hunsicker@mymanatee.org
Contact Phone #: 941.742.5923 x 6001

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3+
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3+
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3+
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3+
9. Rate the overall performance of the Contractor. 3+

Additional comments:

Aptim; and the associates working on our projects (Tom Pierro, Michelle Pfeiffer, and Lauren Floyd) are outstanding!

Vendor Name: Charlie Hunsicker Title: Director, Parks & Natural Resources Department
(Please print – Person completing survey)

Signature: *Charlie Hunsicker* Date: December 31, 2019
(Person completing survey)

Reference verified by City Employee: *Sandra Francis* Date: 1-10-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Aptim Environmental & Infrastructure, LLC
Agency Name: Martin County, FL
Agency Contact: Jessica Garland
Contact E-mail: jgarland@martin.fl.us
Contact Phone #: 772.288.5795

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments: Aptim has been a great asset to Martin County's Coastal team providing great new insight to long standing projects.

Vendor Name: Jessica Garland
(Please print – Person completing survey)

Title: Coastal Management Coordinator

Signature: Jessica Garland Date: 12/19/19
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 1-9-20

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Cummins Cederberg, Inc.

Project/Project #: Coastal Engineering Consulting Services
RFQ #20-07-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	1/9/20	Jannek Cederberg, Registered Agent, President; Jason R. Cummins, VP	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	1/9/20	Maintains Appropriate License. Expires 2/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Marine Industries Assoc. of Palm Beach County	1/9/20	☒ Yes ☐ No ☐ N/A
Brown & Caldwell - North Dade Wastewater Plant	1/9/20	☒ Yes ☐ No ☐ N/A
WSP USA - U.S. Coast Guard Sector Key West	1/9/20	☒ Yes ☐ No ☐ N/A
Vizcaya Museum & Gardens Shoreline	1/9/20	☒ Yes ☐ No ☐ N/A
City of Miami	1/9/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Cummins Cederberg

Reference For: Lake Worth Inlet Flood Shoal Dredge Project
Agency Name: Marine Industries Association of Palm Beach County
Agency Contact: Alyssa Freeman
Contact E-mail: alyssa@marinepbc.com
Contact Phone #: 561-863-0012

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 2
7. Rate the accuracy and completeness of invoices and payment applications. 2
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Alyssa Freeman Title: Executive Director
(Please print – Person completing survey)

Signature: *Alyssa Freeman* Date: 12/17/19
(Person completing survey)

Reference verified by City Employee: *Sandra Francis* Date: 1-10-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Cummins Cederberg

Reference For: North Dade Wastewater Treatment Plant Vulnerability Assessment

Agency Name: Brown & Caldwell

Agency Contact: Jennifer Leone (formerly of BC)

Contact E-mail: jennifer.leone@xyleminc.com

Contact Phone #: 786-918-8793

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 4
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Very thorough work product. Team very knowledgeable.

Client was pleased with the study.

Vendor Name: Jennifer Leone Title: Business Development Manager
(Please print - Person completing survey)

Signature: Jennifer Leone Date: 12/16/19
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Cummins Cederberg

Reference For: US Coast Guard Sector Key West, Marine Resource Survey
Agency Name: WSP USA (formerly BergerABAM)
Agency Contact: Ryan Bell, PE
Contact E-mail: ryan.bell@wsp.com
Contact Phone #: 858-500-4565

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

It is always a pleasure to work with Cummins Cederberg and they are always responsive.

Vendor Name: Ryan W. Bell, PE Title: Senior Project Engineer
(Please print – Person completing survey)

Signature: *Ryan W Bell* Date: 12/17/2019
(Person completing survey)

Reference verified by City Employee: *Sandra Francis* Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES

RFQ #20-07-PC

Cummins Cederberg

Reference For: Vizcaya Museum & Gardens Shoreline Stabilization and Wetland Restoration

Agency Name: Vizcaya Museum & Gardens

Agency Contact: Joel Hoffman, PhD

Contact E-mail: joel.hoffman@vizcaya.org

Contact Phone #: 305-860-8422

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

CUMMINS CEDERBERG IS EXTREMELY PROFESSIONAL - WE ARE

ABOUT TO WORK WITH THEM ON A NEW PROJECT IN LIGHT OF OUR
PRIOR EXPERIENCES

Vendor Name: JOEL HOFFMAN Title: EXECUTIVE DIRECTOR/CED

(Please print - Person completing survey)

Signature: [Signature] Date: 12/13/19

(Person completing survey)

Reference verified by City Employee: Jandra Francis Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES

RFQ #20-07-PC

Cummins Cederberg

Reference For: Dinner Key Marina

Agency Name: City of Miami

Agency Contact: Robert Fenton

Contact E-mail: rfenton@miamigov.com

Contact Phone #: 305-416-1002

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 4
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Robert Fenton Title: SE Const. Mgr.
(Please print - Person completing survey)

Signature: Robert Fenton Date: 12-12-19
(Person completing survey)

Reference verified by City Employee: Jandra Francis Date: 1-9-20

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Humiston & Moore Engineers, P.A.

Project/Project #: Coastal Engineering Consulting Services
RFQ #20-07-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	1/9/20	Brett D. Moore, Registered Agent, President, Secretary; Mohamed A. Dabees, VP	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	1/9/20	Maintains Appropriate License. Expires 2/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Florida Division of Recreation & Parks	1/9/20	☒ Yes ☐ No ☐ N/A
Collier County	1/9/20	☒ Yes ☐ No ☐ N/A
PBSD, Collier County	1/9/20	☒ Yes ☐ No ☐ N/A
City of St. Petersburg	1/9/20	☒ Yes ☐ No ☐ N/A
West Coast Inland Navigation District	1/9/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Humiston & Moore Engineers

Agency Name: COLLIER COUNTY, FL

Agency Contact: GARY McALPIN

Contact E-mail: GARY.McALPIN@COLLIERCOUNTYFL.GOV

Contact Phone #: 239-252-5342

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Collier County has been using H&M as one of its primary
consultants for over 20 years. Excellent quality, performance
and knowledge

Vendor Name: GARY McALPIN Title: MGR - CEM COLLIER COUNTY
(Please print - Person completing survey)

Signature: J. Gary McAlpin Date: 12/17/19
(Person completing survey)

Reference verified by City Employee: Jandra Flores Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Humiston & Moore Engineers

Agency Name: PBSD, Collier County
Agency Contact: W. Neil Dorrell, Administrator
Contact E-mail: neil@dmgfl.com
Contact Phone #: 239-592-9115

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Works exceptionally well for efforts involving emergency pass/inlet
chudging involving waving of standard sealed bid process, and
sea turtle nesting concerns requiring advanced communication
Vendor Name: Pelican Bay Sws Div Title: Administrator
(Please print Person completing survey) with elected
officials.

Signature: [Signature] Date: 12/17
(Person completing survey)

Reference verified by City Employee: Sandra Lucas Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Humiston & Moore Engineers
Agency Name: City of St. Petersburg
Agency Contact: Raul Quintana
Contact E-mail: raul.quintana@stpete.org
Contact Phone #: 727-893-7913

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

The City of St. Petersburg has been extremely pleased with
the work of Mohamed Debes & Humiston & Moore

Vendor Name: Raul Quintana Title: City Architect
(Please print - Person completing survey)

Signature: [Signature] Date: 12-13-19
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 1-13-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Humiston & Moore Engineers

Agency Name: WEST COAST INLAND NAVIGATION DISTRICT

Agency Contact: Justin Mc Bride

Contact E-mail: justin@wcnl.net

Contact Phone #: 941-485-9402

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Humiston & Moore is one of our go-to firms for dredge and
permit work.

Vendor Name: Justin D. McBride Title: Executive Director
(Please print - Person completing survey)

Signature: [Signature] Date: 12/16/2019
(Person completing survey)

Reference verified by City Employee: Sandra Francisco Date: 1-9-20

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Coastal Systems International, Inc.

Project/Project #: Coastal Engineering Consulting Services
RFQ #20-07-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	1/9/20	Jan A. Yelen, Registered Agent; Harvey R. Sasso, President	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	1/9/20	Maintains Appropriate License. Expires 2/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Miami-Dade County	1/9/20	☒ Yes ☐ No ☐ N/A
Miami-Dade Parks & Recreation	1/9/20	☒ Yes ☐ No ☐ N/A
Hillsboro Inlet District	1/9/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Coastal Systems

Reference For: Haulover Beach Park
Agency Name: Miami-Dade County
Agency Contact: Guillermo R. Peña
Contact E-mail: williep@miamidade.gov
Contact Phone #: (305)-755-7914

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

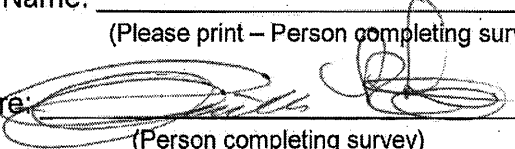
Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Mr. Guillermo R. Peña Title: Construction Manager
(Please print – Person completing survey)

Signature:  Date: 1/6/2020
(Person completing survey)

Reference verified by City Employee: Jandra Francis Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Coastal Systems

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: Rickenbacker Causeway Recreational Area
Agency Name: Miami-Dade Parks, Recreation and Open Spaces Department
Agency Contact: Lin Li
Contact E-mail: lin.li@miamidade.gov
Contact Phone #: (305) 755-5464

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

*They are professionals & subject area experts. They provided
excellent consulting services to the Dept.*

Vendor Name: Mr. Lin Li Title: Miami-Dade County Department of Parks, Recreation
(Please print – Person completing survey) and Open Spaces

Signature: *Lin Li* Date: 12/24/2019
(Person completing survey)

Reference verified by City Employee: *Sandra Marcus* Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Coastal Systems

COASTAL ENGINEERING CONSULTING SERVICES

RFQ #20-07-PC

Reference For: Hillsboro Inlet Coastal Continuing Services

Agency Name: Hillsboro Inlet District

Agency Contact: Jack Holland

Contact E-mail: papajackbc@gmail.com

Contact Phone #: (561) 479-5627

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

WE HAVE HAD A LONG TERM
SUCCESSFUL RELATIONSHIP WITH COASTAL SYSTEMS *JA*

Vendor Name: Mr. Jack Holland

Title: Chairman

(Please print - Person completing survey)

Signature: *JA Holland*

(Person completing survey)

Date: 1/3/20

Reference verified by City Employee: *Sandra Francis*

Date: 1-9-20

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: GHD, Inc.

Project/Project #: Coastal Engineering Consulting Services
RFQ #20-07-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	1/9/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	1/9/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	1/9/20	Corporation Service Company, Registered Agent; Iver Skavdal, President; Michael Moran, Treasurer; Lindsay Ray, Asst. Secretary; Duncan J. Findlay, Secretary; Brian Moore, VP; Steven Davies, VP; Craig J. Kruempel; Maura Kenny	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	1/9/20	Maintains Appropriate License. Expires 2/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Arquitectonica	1/9/20	☒ Yes ☐ No ☐ N/A
Brevard County Natural Resources Management	1/9/20	☒ Yes ☐ No ☐ N/A
City of Fort Lauderdale	1/9/20	☒ Yes ☐ No ☐ N/A

Great Lakes Dredge and Dock	1/9/20	☒ Yes ☐ No ☐ N/A
LG2 Environmental Solutions, Inc.	1/9/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: GHD Inc.
Agency Name: Arquitectonica
Agency Contact: Charles Hugh Crain, AIA LEED AP
Contact E-mail: ccrain@arquitectonica.com
Contact Phone #: (305) 372-1812 ext 1024

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: CHARLES HUGH CRAIN Title: V.P.

(Please print - Person completing survey)
Signature: [Signature] Date: 12/12/19
(Person completing survey)

Reference verified by City Employee: Sandra Franco Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: GHD Inc.

Agency Name: Brevard County Natural Resources Management

Agency Contact: Michael J. McGarry

Contact E-mail: Mike.McGarry@brevardfl.gov

Contact Phone #: (321) 633-2016 x52696 321-372-5194

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3+
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 2
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

I base my ratings above on the very high performance of Mike Barnett, PE and Jesse Davis, PE who served our office while working for another firm prior to moving to GHD. Their work was of utmost quality and they showed great adaptability during challenges thrown upon them. While my office has not worked directly with GHD yet, we recently selected the firm as a new engineering consultant based largely on our experience with Mr. Barnett and Mr. Davis. I will be pleased to work with them in the future.

Vendor Name: Mike McGarry Title: Program Manager
(Please print - Person completing survey)

Signature: [Signature] Date: 12/20/19
(Person completing survey)

Reference verified by City Employee: [Signature] Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: GHD Inc.

Agency Name: City of Fort Lauderdale - Procurement Services Division

Agency Contact: Elkin Diaz, MBA, PE, PMP, IAM

Contact E-mail: EDiaz@fortlauderdale.gov

Contact Phone #: (954) 828-6539

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 2
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

City of Fort Lauderdale Public Works Department, Sustainability Division
Hired GHD Inc. to perform an Asset Management Financial Forecast
Study and subsequently develop the Watershed Asset Management Plan for
Springwater & Environmental District.

Vendor Name: Elkin Diaz, PE Title: Senior Project Manager
(Please print - Person completing survey)

Signature: [Signature] Date: 12/13/19
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 1-9-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: GHD Inc. (Craig Kruempel, Eric Dohner, Mike Barnett, Jesse Davis, Martha Robbart)
Agency Name: Great Lakes Dredge and Dock
Agency Contact: Chris Pomfret
Contact E-mail: cpomfret@gldd.com
Contact Phone #: 239-250-0974

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 2
6. Rate the Contractor's ability to meet deadlines. 2
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

THE GROUP BRINGS 100 YEARS OF
ENVIRONMENTAL SCIENCE TO THE TABLE.

Vendor Name: CHRISTOPHER POMFRET Title: SA PROJECT MGR.
(Please print - Person completing survey)

Signature: [Signature] Date: 12/13/19
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 1-10-20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

COASTAL ENGINEERING CONSULTING SERVICES
RFQ #20-07-PC

Reference For: GHD Inc.
Agency Name: LG2 Environmental Solutions, Inc.
Agency Contact: Robert Warren
Contact E-mail: (603) 616-7493
Contact Phone #: robertlesliewarren@gmail.com

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

This contractor performs exceptionally well and can be relied upon to provide outstanding deliverable products on time and within budget.

Vendor Name: Robert L Warren Title: Federal Business Development Manager
(Please print - Person completing survey)

Signature: Robert L Warren Date: 12/18/2019
(Person completing survey)

Reference verified by City Employee: Jandra Larcus Date: 1-9-20

SECTION VI – SCOPE OF SERVICES

1. General Information

- a. The City of Deerfield Beach (the City) is seeking the services of qualified and experienced firm(s) (the Consultant(s) to provide professional services consistent with the requirement of the Competitive Consultant's Negotiation Act (CCNA), Florida Statutes § 287.055 for Coastal Engineering Consulting Services. These services shall be provided on an as-needed-basis and as-requested basis, commencing immediately upon award of an agreement. The City intends to evaluate submitted proposals and award the agreement to multiple Consultant(s) exhibiting comprehensive coastal engineering experience.
- b. No guarantee is expressed or implied as to the amount of work or total number of project work authorizations will be required for the life of this agreement. The selected Consultant(s) shall enter into a multi-year agreement with the City. As each project is identified, the selected firm will be requested to submit a total price based on their fee schedule, and scope of services, if necessary, for completion of the project.
- c. The "Proposer" shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this RFQ.
- d. The "Successful Proposer(s) shall mean the most qualified Proposer(s) to whom the City begins negotiations. The term "City" means the City of Deerfield Beach, a municipal corporation of the State of Florida.
- e. This RFQ provides guidelines for the submission of qualifications in response to City's solicitation for Consulting firms and individuals to provide the Scope of Services herein.
- f. The City anticipates entering into an agreement for the services with the most qualified Proposer(s) as determined by the City Commission. City anticipates awarding multiple qualified Proposer(s) by ranking but reserves the right to negotiate an agreement in any manner, in its sole determination, decides is in its best interest. The Proposer(s) understand that this RFQ does not constitute an agreement with the City. An official agreement is not binding until the submission is reviewed and accepted by the City Commission and executed by all parties.
- g. The Proposer(s) hereby represents the City, with full knowledge that the City is relying upon these representations when submitting a proposal, that Proposer(s) has the professional expertise, appropriate permits and licenses, experience, and manpower to perform the services to be provided by the Successful Proposer(s).

2. Scope of Services

- a. The City is seeking qualified Consulting firms who will act on behalf of the City in all matters relating to the beach, coastal area, beach nourishment projects, interaction with various governmental and regulatory organizations, advocate for issues on behalf of the City, monitor issues, concerns and topics that may possibly affect The City and its beaches. It is expected that the company(s) will lead and guide the City through all aspects related to the management, reporting and monitoring of the beach and related areas. This partnership will require the company to assume a leadership role by looking forward, on

behalf of the City, and guide the City through all concerns likely to affect the City's marine and beach concerns. The Consultant(s) must be an advocate of regional sand management and have professional associations that will help keep the City aware of what other beach communities are adopting to address coastal challenges. Additionally, the Consultant(s) will be responsible for all aspects of future beach nourishment projects.

- b.** The public beach is located on the Atlantic coast in Deerfield Beach, FL between Florida Department of Environmental Protection (FDEP) reference monument markers R1 - R6+700 in Broward County, FL.
- c.** Coastal Management Services shall include, but will not be limited to:
 - 1.** Design of coastal protection projects, including but not limited to, beach nourishment, storm protective and erosion control structures, and innovative technologies.
 - 2.** Prepare construction cost estimates and assist in bidding processes, including pre-construction conferences. Procurement methods shall comply with all State of Florida, Broward County and City codes and regulations.
 - 3.** Perform construction management activities such as field observations, project oversight, construction progress meetings, contract administration, permit compliance, and monitoring for both coastal and waterway projects.
 - 4.** Provide permitting assistance for Broward County, State and Federal approval/authorization of coastal protection projects.
 - 5.** Provide independent and impartial coastal engineering and environmental permitting consulting services on behalf of the City.
 - 6.** Perform coastal modeling for beach erosion, wave hydrodynamics, storm recession, shoreline change, and sediment transport, using the most advanced and diverse modeling suites available.
 - 7.** Conduct and evaluate topographic and bathymetric surveying.
 - 8.** Perform both offshore and upland sand search/geotechnical investigations.
 - 9.** Perform biological monitoring of nearshore hardbottom and other marine resources as required based on environmental permits.
 - 10.** Prepare construction cost estimates and assist in bidding processes, including pre-construction conferences.
 - 11.** Assist Deerfield Beach in achieving its Sustainability goals with an emphasis in sea-level rise and resiliency planning.
 - 12.** Develop or assist the City with annual Florida Department of Environmental Protection (FDEP) and related funding requests.
 - 13.** Provide public outreach assistance regarding coastal protection projects.

- 14.** Participate in the Deerfield Beach City Commission, Marine Advisory Board, and workshop meetings as deemed necessary by staff. The City will require a responsive firm, and locally available staff assigned to the agreement from a local (tri-County) Miami-Dade, Broward, Palm Beach office.
- 15.** Assume responsibility of all aspects of a beach nourishment project related to erosion. Responsibilities will include design, procurement process, permit application/amendment, construction management, FEMA reporting, FEMA claim tracking and reimbursement, and FEMA reporting and monitoring.
- 16.** Prepare and process funding requests from the Federal Emergency Management Agency (FEMA) for Engineered Beaches and other entities. Assist Deerfield Beach with reimbursement requests and processing. Complete all funding (public assistance) requests, follow-up as needed, file reports and coordinate reimbursement.
- 17.** Provide emergency storm damage response.
- 18.** Provide capabilities for administering coastal data within Geographic Information Systems (GIS).
- 19.** Perform all other coastal engineering, coastal resilience, environmental permitting/compliance duties, as deemed necessary by the City.
- 20.** Firms that have current agreements with adjacent (or nearby) municipalities and/or counties shall identify these agreements as indicated in the submission requirements.

State of Florida

Minority Business Certification

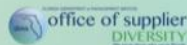
Water Resources Management Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

08/01/2018 to 08/01/2020



Erin Rock, Secretary
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd

State of Florida

Woman Business Certification

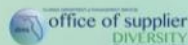
Applied Ecology, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

01/31/2018 to 01/31/2020



Erin Rock, Secretary
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-0915 • www.dms.myflorida.com/osd



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 110382

October 18, 2018

Mr. Raul Mercado, PE, CFM, President
Water Resources Management Associates, Inc.
169 Tequesta Drive, Suite 32E
Tequesta, FL 33469-2785

CERTIFICATION EXPIRATION DATE
October 18, 2021

Dear Mr. Mercado:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

Professional Engineering Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

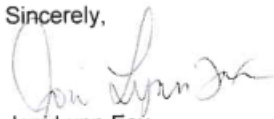
Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. **FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.**

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,



Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JF/da



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

REGISTERED VENDOR NO.: 117106

January 28, 2019

Ms. Claudia M. Listopad, PH.D., President
Applied Ecology, Inc.
122 4th Avenue, Suite 104
Indialantic, FL 32903

CERTIFICATION EXPIRATION DATE
January 28, 2022

Dear Ms. Listopad:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may only be applied when business is conducted in the following area(s):

**Mapping and Geospatial Services, Water Quality Sampling, Modeling,
Ecological and Environmental Consulting Services**

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

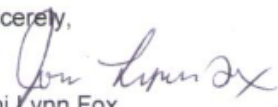
Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.
FAILURE TO REPORT CHANGES MAY RESULT IN DECERTIFICATION.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,


Joni Lynn Fox
Sr. Contract Compliance Specialist
Procurement Bureau

JLF/se



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

December 19, 2019

Mr. Jason Cummins

CUMMINS CEDERBERG, INC.

901 Progressive Drive, Suite 205

Fort Lauderdale, Florida 33304

Dear Mr. Cummins:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise (CBE)**. Your firm is now eligible to participate in the Office of Economic and Small Business Development program.

Your CBE certification is continuous, but is contingent upon your firm verifying annually its eligibility in the program. Each year, on the anniversary of the date you were awarded certification, you must submit to OESBD a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to assure continued certification is yours.

To review current Broward County Government bid opportunities visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Architecture and Engineering Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following areas:

NAICS CODE: 237990, 541330, 541620

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandy-Michael McDonald", is written over a large, stylized blue loop.

Sandy-Michael McDonald, Director

Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: DECEMBER 19TH



Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and Small Business Development

This Certificate is Awarded to:

CUMMINS CEDERBERG, INC.

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

County Business Enterprise (CBE)
Anniversary Date: December 19th

A blue ink signature of an authorized representative, written over a horizontal line.

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A Service of the Broward County Board of County Commissioners
www.broward.org/smallbusiness



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT
Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674

February 8, 2019

Ms. Wendy Cyriacks

CYRIACKS ENVIRONMENTAL CONSULTING SERVICES, INC

3001 SW 15th Street, Suite B

Deerfield Beach, Florida 33442

Dear Ms. Cyriacks:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to announce that your firm's **County Business Enterprise (CBE)** certification has been renewed.

Your firm's certification is continuing from your anniversary date but is contingent upon the firm verifying its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. However, the responsibility to ensure continued certification is yours. Failure to document your firm's continued eligibility for the CBE program within **thirty (30) days** from your anniversary may result in the expiration of your firm's certification. Should you continue to be interested in certification after it has expired, you will need to submit a new application, and all required supporting documentation for review.

To review current Broward County Government bid opportunities, visit: www.broward.org/Purchasing and click on "Current Solicitations and Results." Also, from this website, you can log into your firm's profile in BidSync to ensure you have added all appropriate classification codes. Bid opportunities over \$3,500 will be advertised to vendors via e-mail and according to classification codes, so please ensure that both the Purchasing Division and OESBD are apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at: www.broward.org/EconDev and click on "Certified Firm Directories."

Your firm may compete for, and perform work on Broward County projects in the following area:

NAICS CODE: 541620

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. McDonald", with a large, stylized loop at the end.

Sandy-Michael McDonald, Director

Office of Economic and Small Business Development

Cert Agency: BC-CBE

ANNIVERSARY DATE: February 5th



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-245

Agenda Date: 2/4/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by the Deerfield Beach Rotary Club for the "Italian Festival on the Beach" Special Event taking place at 2096 NE 2nd Street on April 4, 2020 from 12:00 pm to 10:00 pm; providing for an effective date. (Funds from Account #001-7005-579-10-02 - Overtime, Account #450-4557-534-10-02 - Overtime, Account #001-3105-522-32-05 - Fire/Rescue, Fire/BSO Special Detail & Account #001-3005-521-32-05 - Law Enforcement/BSO Special Detail)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$8,270.00

Account Name: Overtime

Account Number: 001-7005-579-10-02

Secondary Account Name: Overtime

Secondary Account Number: 450-4557-534-10-02

Additional Account Name: Fire/Rescue, Fire/BSO Special Detail

Additional Account Number: 001-3105-522-32-05

Additional Account Name: Law Enforcement/BSO Special Detail

Additional Account Number: 001-3005-521-32-05

Background/History

Last year, the City of Deerfield Beach sponsored the first year Italian Festival hosted by the Deerfield Beach Rotary Club on Saturday, April 6, 2019 on NE 2nd St. and Ocean Way from A1A to NE 20th Terr.

The City approved to the following for the 2019 application:

- Authorization to close Ocean Way from NE 2nd St. to NE 20th Terr on April 6th from 6:00am -11:00pm for vendor set up with a loss of parking fees totaling \$918.00.
- Authorization to sell alcoholic beverages at the event site.
- Staffing fees provided in-kind for the event to include Environmental Service staff (\$2,500) for power needs and Sustainable Management staff (\$3,000) to cover all sanitation needs.
- Authorization to close the Pier Parking Lot from 7:00am - 12:00am for vendors and vendor parking.

The applicant was responsible for paying the parking fees associated with these spaces.

Current Activity

Parks and Recreation staff once again received a special event application from the Deerfield Beach Rotary Club to host the second annual Italian Festival along the beach. The festival is scheduled to take place on NE 2nd St. and NE 21st Ave. (Ocean Way) from A1A to NE 20th Terr. on Saturday, April 4, 2020 from 12:00 pm - 10:00 pm. The applicant is expecting 2500 attendees.

As part of the application, the applicant is requesting approval of the City Commission for the following:

- Authorization to close Ocean Way from NE 2nd St. to NE 20th Terr. on Saturday, April 4th from 6:00am - 12:00am for vendor setup, the event itself and breakdown. This loss of parking fees totals \$972.00.

Location: Ocean Way from NE 2nd St. to NE 20th Terr.

Date: 4/4/2020

Time: 6:00am - 12:00am (18 hours)

Rate: \$3.00

of spaces: 18

Total: \$972.00

- Authorization to close the Pier Parking Lot on Saturday, April 4th from 6:00am - 12:00am for vendor setup, the event itself and breakdown. This loss of parking fees totals \$1,584.00.

Location: Pier Parking Lot

Date: 4/4/2020

Time: 6:00am - 12:00am (18 hours)

Rate: \$4.00

of spaces: 22

Total: \$1,584.00

- Authorization to sell alcoholic beverages at the event site.

- Staffing fees be provided in-kind for the event to include \$2,500 (estimated) in Environmental Service staff to cover the event power needs, \$3,000 (estimated) in Sustainable Management staff to cover all sanitation needs, \$1,920 (estimated) in BSO Fire Rescue special detail and \$860 (estimated) in BSO Law Enforcement special detail.

Recommendation

Staff recommends approval of the event; however, staff does not recommend approval of the above requested in-kind fees due to the fact that it is not a budgeted subsidy. The applicant is aware of the staff recommendation.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY THE DEERFIELD BEACH ROTARY CLUB FOR THE “ITALIAN FESTIVAL ON THE BEACH” SPECIAL EVENT TAKING PLACE AT 2096 NE 2ND STREET ON APRIL 4, 2020 FROM 12:00 PM TO 10:00 PM; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Deerfield Beach Rotary Club (the “Applicant”) intends to hold their “Italian Festival on the Beach” event at 2096 NE 2nd Street on April 4, 2020 from 12:00 p.m. to 10:00 p.m. (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of Italian food, music, and children’s activities; and

WHEREAS, the Applicant is requesting staffing fees to be provided in-kind to include an estimated \$2500 for Environmental Service staff to cover the Event power needs, an estimated \$3000 for Sustainable Management staff to cover all the sanitation needs, an estimate \$1,920 in Broward Sheriff’s Office (“BSO”) Fire Rescue special detail, and an estimated \$860 in BSO Law Enforcement special detail; and

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

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

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

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

Section 2. The City Commission of the City of Deerfield Beach hereby approves the Application for the Italian Festival on the Beach Event subject to all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



SPECIAL EVENT APPLICATION

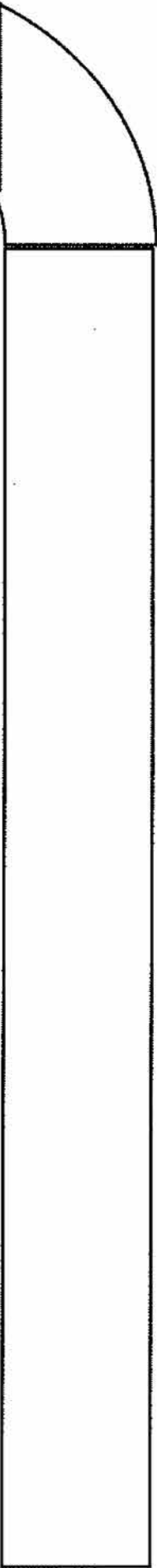
Application Information	Organization Name: <u>Deerfield Rotary Club</u>		Today's Date: <u>10/10/19</u>		
	Contact Name: <u>Christina A. Fink</u>		Email Address: <u>christina.fink@brow</u>		
	Contact Phone (Home): <u>5709543392</u>		Contact Phone (Cell): <u>5709543392</u>		
	Address: <u>739 NW 42nd Place</u>		Fax: <u></u>		
	City: <u>Pompano Beach</u>	State: <u>FL</u>	Zip Code: <u>33064</u>		
	Is this Organization ☐ For Profit ☒ Nonprofit*				
	*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.				
	Event Information				
	Name of Event: <u>Deerfield Beach Rotary Club Italian Fe</u>		Event Date: <u>4/4/20</u>		
	Event Address: <u>2096 NE 2nd Street</u>		City: <u>Deerfield Beach</u>		
State: <u>FL</u>		Zip Code: <u>33441</u>	Event Category: <u>Festival</u>		
Purpose of Event:		<u>Italian Festival on the Beach. Food vendors and entertainment</u>			
Description of Event:		<u>Italian Festival on the Beach. Food vendors and entertainment. All things Italian, Children's activities</u>			
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	<u>04/04/2020</u>		<u>7AM</u>	<u>11AM</u>	<u>50</u>
Event Day 1	<u>04/04/2020</u>		<u>12PM</u>	<u>10PM</u>	<u>2500</u>
Event Day 2					
Event Day 3					
Break Down	<u>04/4/2020</u>		<u>10 PM</u>	<u>12 PM</u>	<u>50</u>
# of years event has been in existence? <u>1</u>		Past Attendance: <u>2500</u>			
Previous Location(s): <u>same as above</u>					
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: <u>[Signature]</u> Date: <u>11/13/19</u> Phone: <u>954 932 855</u>					

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. 														
	Will your event require the use of the beach?		☐ Yes ☒ No												
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.														
	Will your event need additional sanitation supplies?		☐ Yes ☒ No												
	Will you require the use of additional City staff/equipment?		☒ Yes ☐ No												
	Will you require parking spaces in Main Beach Parking Lot?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting? 														
	Will you require parking spaces along Ocean Way?		☒ Yes ☐ No												
	If yes, how many spaces are you requesting? ALL from NE 2nd St. to NE 20th Terr.														
	Will you require parking spaces at the Pier Parking Lot?		☒ Yes ☐ No												
If yes, how many space are you requesting? ALL															
Will your event require use of the City Showmobile?*		☐ Yes ☒ No													
*A Showmobile Application must be filled out & submitted if using the City Showmobile.															
Are you requesting any of the above fees to be waived by the city?		☒ Yes ☐ No													
If yes, what fees are you requesting waived?		City owned generators, electrics, city staff for trash pick up and removal. city owned dumpsters BSO fire/law special detail													
All waiver of fee requests below must be approved by the City Commission.															
Vendor Information	Will your event be serving food? ☒ Yes ☐ No		Number of Food Vendors: 15												
	Where will the food be prepared? On Site	Method used for cooking: Gas													
	Vendor list provided to the City?		☒ Yes ☐ No												
	Food vendors have all permits/licenses required?		☒ Yes ☐ No												
	Number of other vendors: 10	Vendor list provided to the City? ☒ Yes ☐ No													
	Will there be alcohol at this event? (Must be approved by City Commission)		☒ Yes ☐ No												
If yes, has liquor license been issued?		☒ Yes ☐ No													
Additional BSO/Building Requirements	*If you answer yes to any of the below questions, a permit may be required*														
	Will you be using any tents for your event?		☒ Yes ☐ No												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Tent Size</th> <th style="width: 33%;"># of Tents</th> <th style="width: 33%;">Tent Location</th> </tr> </thead> <tbody> <tr> <td>10X10</td> <td>15</td> <td>Ocean Way</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Tent Size	# of Tents	Tent Location	10X10	15	Ocean Way						
	Tent Size	# of Tents	Tent Location												
	10X10	15	Ocean Way												
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited														
	Will you be using a stage for your event?		☒ Yes ☐ No												
	Will your event require electricity?		☒ Yes ☐ No												
Type of electrical power to be used: Generator															
Will a generator be used? ☒ Yes ☐ No		Size of Generator: 5KW (5000 Watt s)													
***A generator over 5KW/5000 Watts will require an additional permit.															
Will gas equipment be used?		☒ Yes ☐ No													
Type of fuel source: Natural Gas & Propane Gas															

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☒ Yes ☐ No		
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☒ Propane Grills ☐ Warmers/Sternos		
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No		
	Type of amusement ride: 		
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No		
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☒ Yes ☐ No ***If closing FDOT roads, approval of the City Commission is required.		
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No		
Company Name: Rotary Club & Deerfield Beach		Contact Person: Christina A. Fink	
Contact Number: 5709543392		Will safety equipment be used? ☒ Yes ☐ No	
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No		Provide URL address:
	How do you plan on marketing your event? (select all that apply)		
	☐ Outdoor Banners ☐ Radio Ads ☐ Mailings ☒ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☐ Other		
	Promotional Signs/Banners:		
	Location:	Size:	Description:
	TBD		
	Directional Signs:		
Location:	Size:	Description:	
TBD			
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No		
	Will amplified sound equipment be used? ☒ Yes ☐ No		
	Will musical entertainment be used? ☒ Yes ☐ No		
	Please describe any type of entertainment and sound equipment below: Singers and Italian music		
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No		
	How are the proceeds being used? Rotary Club community projects, scholarships, etc.		
	Name of benefiting organization: Deerfield Beach Rotary Club		
	Contact Person: Christina A. Fink	Contact Phone Number: 5709543392	



32	31	30	29	28	27
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Placement	Name of vendor	Food and beverage	Non Food and Beverage vendor
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Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

In reply refer to: 4077350282
July 31, 2017 LTR 4168C 0
23-7407677 000000 00
00035047
BOOC: TE

DEERFIELD BEACH ROTARY FUND INC
% CHARLES LYDAY
PO BOX 100
DEERFIELD BCH FL 33443-0100



008658

Employer ID Number: 23-7407677
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated June 29, 2017, regarding your tax-exempt status.

We issued you a determination letter in May 1975, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).



IRS Department of the Treasury
Internal Revenue Service

P.O. Box 2508, Room 4010
Cincinnati OH 45201

008658.630766.459272.4225 1 AB 0.403 536



DEERFIELD BEACH ROTARY FUND INC
% CHARLES LYDAY
PO BOX 100
DEERFIELD BCH FL 33443-0100

008658

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.



The IRS address must appear in the window.

BODCD-TE

4077350282

Use for payments

Letter Number: LTR4168C

Letter Date : 2017-07-31

Tax Period : 000000



237407677

INTERNAL REVENUE SERVICE
P.O. Box 2508, Room 4010
Cincinnati OH 45201
11111111111111111111

DEERFIELD BEACH ROTARY FUND INC
% CHARLES LYDAY
PO BOX 100
DEERFIELD BCH FL 33443-0100

237407677 IV DEER 00 2 000000 670 000000000000

4077350282
July 31, 2017 LTR 4168C 0
23-7407677 000000 00
00035048

DEERFIELD BEACH ROTARY FUND INC
% CHARLES LYDAY
PO BOX 100
DEERFIELD BCH FL 33443-0100

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, EO Rulings & Agreements



WYNDHAM

Deerfield Beach Resort

Mr John Di Prato
Rotary Club of Deerfield Beach

November 1st 2019

Re: Italian Festival, Family event – April 4th and 5th 2020

Dear John,

The Wyndham Deerfield Beach Resort is very much in support of organizing an "Italian Festival" on Ocean Way on April 4th and 5th 2020. On that occasion the hotel access will be given to our guests via the back of the hotel. Please see below the red area that would be blocked to traffic on that day and in green the hotel access for our guests.

The Wyndham Deerfield Beach Resort is very excited at the opportunity to showcase the beach, the amazing location tat Ocean Way has to offer to the local community and make this second year family event, one to remember. Please let me know if I can be of further assistance to make this tremendous initiative for the local community and its families, move forward in collaboration with the Rotary Club.



With warm regards,

Claude Dubois
General Manager

Wyndham Deerfield Beach Resort – 2096 NE 2nd Street, Deerfield Beach, Florida
Tel: 954 428 2850 Fax: 954 571 4162



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

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

This 13 day of November 2019

Kirsten Carlson KIRSTEN Carlson President
Applicant Signature Print Name Title

Witnesses

[Signature] Christina Fink 11/13/19
Signature Print Name Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Nov 15, 2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Ali Sulita	FAX (A/C. No.): 630-285-4062	
	PHONE (A/C. No. Ext.): 1-833-3ROTARY	E-MAIL ADDRESS: rotary@ajg.com	
INSURED All Active US Rotary Clubs & Districts Deerfield Beach Rotary Club #4442 ATTN: Risk Management Dept. 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Lexington Insurance Company		19437
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 899307648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	015375594	7/1/2019	7/1/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/PO/ AGG \$4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		015375594	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate holder is included as additional insured where required by written contract or permit subject to the terms and conditions of the general liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

City of Deerfield Beach AND Broward County Sheriff's Office
150 NE 2nd Ave 2601 W Broward Blvd
Deerfield Beach, FL 33441 Fort Lauderdale, FL 33312

Italian Festival at the Beach! April 4-5, 2020

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ali Sulita



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-249

Agenda Date: 2/4/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Legislature to oppose Senate Bill 1128 preempting to the State the regulation of vacation rentals; directing the City Clerk to transmit a certified copy of this resolution to the Florida League of Cities and the Broward County Legislative Delegation; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In 2011, the Legislature preempted certain vacation rental regulations to the State, preventing local governments from enacting any law, ordinance, or regulation that restricted the use of vacation rentals, prohibited vacation rentals, or regulated vacation rentals based solely on their classification, use, or occupancy. Subsequently, in 2014, the Legislature revised the preemption, repealing the portions of the preemption that prohibited restricting the use of vacation rentals and the regulating of vacation rentals based solely on their classification, use, or occupancy. Currently, State law permits local governments to require registration and to conduct inspections of short-term vacation rentals for compliance with the Florida Building Code and the Florida Prevention Code.

Current Activity

Florida Senate Bill 1128 ("SB 1128") proposes to amend Section 509.032(7), Florida Statutes, to preempt all regulation of vacation rentals and advertising platforms to the State. SB 1128 would only allow local governments to regulate vacation rental activities if the regulation applies uniformly to all residential properties regardless of whether the property is used as a vacation rental or long-term rental. It would prohibit a local law, ordinance, or regulation that requires the inspection or licensing of vacation rentals. The proposed preemption intrudes on the home rule authority of local governments, impacting the health, safety, and welfare of citizens residing within the City.

Recommendation

Approve the Resolution urging the Florida Legislature to oppose Senate Bill 1128.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO OPPOSE SENATE BILL 1128 PREEMPTING TO THE STATE THE REGULATION OF VACATION RENTALS; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES AND THE BROWARD COUNTY LEGISLATIVE DELEGATION; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, in 2011, the Legislature preempted certain vacation rental regulations to the State, preventing local governments from enacting any law, ordinance, or regulation that restricted the use of vacation rentals, prohibited vacation rentals, or regulated vacation rentals based solely on their classification, use, or occupancy; and

WHEREAS, in 2014, the Legislature revised the preemption, repealing the portions of the preemption that prohibited restricting the use of vacation rentals and the regulating of vacation rentals based solely on their classification, use, or occupancy; and

WHEREAS, currently, State law permits local governments to require registration and to conduct inspections of short term vacation rentals for compliance with the Florida Building Code and the Florida Prevention Code; and

WHEREAS, Senate Bill 1128 (“SB 1128”) proposes to amend Section 509.032(7), Florida Statutes, to preempt all regulation of vacation rentals and advertising platforms to the State; and

WHEREAS, SB 1128 would only allow local governments to regulate vacation rental activities if the regulation applies uniformly to all residential properties regardless of whether the property is used as a vacation rental or long-term rental; and

WHEREAS, SB 1128 would prohibit a local law, ordinance, or regulation that requires the inspection or licensing of vacation rentals; and

WHEREAS, the proposed preemption intrudes on the home rule authority of local governments, impacting the health, safety, and welfare of citizens residing within the City.

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

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

Section 2. The City Commission of the City of Deerfield Beach urges the Florida Legislature to oppose Senate Bill 1128, which proposes to preempt all regulation of vacation rentals to the State.

Section 3. The City Clerk is directed to transmit a certified copy of this Resolution to the Florida League of Cities and the Broward County Legislative Delegation.

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

By Senator Diaz

36-01819-20

20201128__

A bill to be entitled

An act relating to vacation rentals; amending s. 509.013, F.S.; defining the term "advertising platform"; amending s. 509.032, F.S.; preempting the regulation of vacation rentals to the state; providing legislative findings; authorizing a local law, ordinance, or regulation to regulate certain activities under certain circumstances; prohibiting a local law, ordinance, or regulation from allowing or requiring inspections or licensing of vacation rentals; preempting the regulation of advertising platforms to the state; amending s. 509.241, F.S.; requiring licenses issued by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation to be displayed conspicuously to the public inside the licensed establishment; requiring the operator of certain vacation rentals to also display its vacation rental license number and applicable tax account numbers; amending s. 509.242, F.S.; revising the criteria for a public lodging establishment to be classified as a vacation rental; creating s. 509.243, F.S.; requiring advertising platforms to require that persons placing advertisements for vacation rentals include certain information in the advertisements; providing that the advertising platform is not required to verify such information; requiring each advertising platform to quarterly provide the division with certain information regarding vacation rentals in this state

36-01819-20

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30 listed on the platform; requiring an advertising
31 platform to remove an advertisement or listing under
32 certain conditions and within a specified timeframe;
33 authorizing the division to issue and deliver a notice
34 to cease and desist for certain violations; providing
35 that such notice does not constitute agency action for
36 which a certain hearing may be sought; authorizing the
37 division to file certain proceedings; authorizing the
38 collection of attorney fees and costs under certain
39 circumstances; providing applicability; providing
40 effective dates.

41
42 Be It Enacted by the Legislature of the State of Florida:

43
44 Section 1. Subsection (17) is added to section 509.013,
45 Florida Statutes, to read:

46 509.013 Definitions.—As used in this chapter, the term:

47 (17) "Advertising platform" means a person who:

48 (a) Provides an online application, software, website,
49 system, or print advertisement through which a transient public
50 lodging establishment located in this state is advertised or
51 held out to the public as available to rent for transient
52 occupancy;

53 (b) Provides or maintains a marketplace for the renting by
54 transient occupancy of a vacation rental; or

55 (c) Provides a reservation or payment system that
56 facilitates a transaction for the renting by transient occupancy
57 of a vacation rental and for which the person collects or
58 receives, directly or indirectly, a fee in connection with the

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reservation or payment service provided for such transaction.

The term does not include the multiple listing service or an online or print advertisement of a transient public lodging establishment by a real estate broker or sales associate licensed under chapter 475; however, a real estate broker or sales associate licensed under chapter 475 must comply with s. 509.243(3).

Section 2. Subsection (7) of section 509.032, Florida Statutes, is amended to read:

509.032 Duties.—

(7) PREEMPTION AUTHORITY.—

(a) Public lodging establishments and public food service establishments.—

1. Preemption.—The regulation of public lodging establishments, including vacation rentals, and public food service establishments, including, but not limited to, sanitation standards, inspections, training and testing of personnel, and matters related to the nutritional content and marketing of foods offered in such establishments, is preempted to the state. This subparagraph ~~paragraph~~ does not preempt the authority of a local government or local enforcement district to conduct inspections of public lodging and public food service establishments for compliance with the Florida Building Code and the Florida Fire Prevention Code, pursuant to ss. 553.80 and 633.206.

2. ~~(b)~~ Vacation rentals.—

a. The Legislature finds that:

(I) Property owners who choose to use their property as a

36-01819-20

20201128__

vacation rental have constitutionally protected property rights and other rights that must be protected, including the right to use their residential property as a vacation rental;

(II) Vacation rentals play a significant, unique, and critical role in this state's tourism industry, and that role is different from other types of public lodging establishments;

(III) There are factors unique to the ownership and operation of a vacation rental; and

(IV) Vacation rentals are residential in nature, a residential use, and thus permitted in residential neighborhoods.

b. Except as provided under this subparagraph, the regulation of vacation rentals, including inspection and licensing, is expressly preempted to the state.

c. A local law, ordinance, or regulation may regulate activities that arise when a property is used as a vacation rental if the law, ordinance, or regulation applies uniformly to all residential properties without regard to whether the property is used as a vacation rental as defined in s. 509.242, the property is used as a long-term rental subject to chapter 83, or the property owner chooses not to rent the property. However, a local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals. This sub-subparagraph paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1, 2011.

d. A local law, ordinance, or regulation may not allow or require the inspection or licensing of vacation rentals.

~~e. (e)~~ This subparagraph paragraph ~~(b)~~ does not apply to any

36-01819-20

20201128__

117 local law, ordinance, or regulation exclusively relating to
118 property valuation as a criterion for vacation rental if the
119 local law, ordinance, or regulation is required to be approved
120 by the state land planning agency pursuant to an area of
121 critical state concern designation.

122 (b) Advertising platforms.—The regulation of advertising
123 platforms is preempted to the state and shall be regulated under
124 this chapter.

125 Section 3. Effective January 1, 2021, subsection (3) of
126 section 509.241, Florida Statutes, is amended to read:

127 509.241 Licenses required; exceptions.—

128 (3) DISPLAY OF LICENSE.—Any license issued by the division
129 must ~~shall~~ be conspicuously displayed to the public inside ~~in~~
130 ~~the office or lobby of the~~ licensed establishment. Public food
131 service establishments that ~~which~~ offer catering services must
132 ~~shall~~ display their license number on all advertising for
133 catering services. The operator of a vacation rental offered for
134 transient occupancy through an advertising platform must also
135 display the vacation rental license number and the applicable
136 Florida sales tax registration and tourist development tax
137 account numbers under which such taxes must be paid for each
138 rental of the property as a vacation rental.

139 Section 4. Paragraph (c) of subsection (1) of section
140 509.242, Florida Statutes, is amended to read:

141 509.242 Public lodging establishments; classifications.—

142 (1) A public lodging establishment shall be classified as a
143 hotel, motel, nontransient apartment, transient apartment, bed
144 and breakfast inn, timeshare project, or vacation rental if the
145 establishment satisfies the following criteria:

36-01819-20

20201128__

(c) *Vacation rental.*—A vacation rental is a ~~any~~ unit or group of units in a condominium or cooperative or in an ~~any~~ individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but ~~that is~~ not a timeshare project.

Section 5. Effective January 1, 2021, section 509.243, Florida Statutes, is created to read:

509.243 Advertising platforms.—

(1) (a) An advertising platform must require that a person who places an advertisement for the rental of a vacation rental:

1. Include in the advertisement the vacation rental license number and the applicable Florida sales tax registration and tourist development tax account numbers under which such taxes must be paid before the advertisement may be listed; and

2. Attest to the best of their knowledge that the license number for the vacation rental property and the applicable tax numbers are current, valid, and accurately stated in the advertisement.

(b) An advertising platform must display the license number and applicable Florida sales tax registration and tourist development tax numbers, but the advertising platform is not required to verify such information.

(2) An advertising platform must provide to the division on a quarterly basis, by file transfer protocol or electronic data exchange file, a list of all vacation rental listings in this state on its platform and all of the following information for each listing:

(a) The uniform resource locator for the Internet address

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20201128__

175 of the listing.

176 (b) The vacation rental license number provided by the
177 owner or operator.

178 (c) The applicable Florida sales tax registration and
179 tourist development tax numbers under which taxes will be
180 remitted for rentals commenced through the advertisement.

181 (3) An advertising platform must remove from public view an
182 advertisement or listing from its online application, software,
183 website, or system within 15 business days after being notified
184 by the division in writing that the subject advertisement or
185 listing for the rental of a vacation rental located in this
186 state fails to display a valid license number issued by the
187 division.

188 (4) If the division has probable cause to believe that a
189 person not licensed by the division has violated this chapter,
190 or any rule adopted pursuant thereto, the division may issue and
191 deliver to such person a notice to cease and desist from the
192 violation. The issuance of a notice to cease and desist does not
193 constitute agency action for which a hearing under ss. 120.569
194 and 120.57 may be sought. For the purpose of enforcing a cease
195 and desist notice, the division may file a proceeding in the
196 name of the state seeking the issuance of an injunction or a
197 writ of mandamus against any person who violates any provision
198 of the notice. If the department is required to seek enforcement
199 of the notice for a penalty pursuant to s. 120.569, it is
200 entitled to collect its attorney fees and costs, together with
201 any cost of collection.

202 Section 6. The Legislature does not intend for the
203 application of this act to supersede any current or future

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204 declaration or declaration of condominium adopted pursuant to
205 chapter 718, Florida Statutes, cooperative documents adopted
206 pursuant to chapter 719, Florida Statutes, or declaration of
207 covenants or declaration adopted pursuant to chapter 720,
208 Florida Statutes.

209 Section 7. Except as otherwise expressly provided in this
210 act, this act shall take effect upon becoming a law.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-250

Agenda Date: 2/4/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging the Florida Legislature to approve Senate Bill 182 and any companion bills repealing the preemption of local laws regarding the use or sale of single-use plastic bags and polystyrene products; directing the City Clerk to transmit a certified copy of this resolution to the Florida League of Cities and the Broward County Legislative Delegation; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City is diligent in its efforts to preserve the beautiful environment that supports the tourism industry that is so vital to the economy of the City of Deerfield Beach and the State of Florida. Plastic bags and polystyrene are detrimental because they do not fully degrade in our oceans or land, and they introduce unsafe chemicals into our environment. The expansive usage of single-use shopping bags and polystyrene containers and their typical disposal rates create an impediment to the City's waste reduction and recycling goals while creating unsightly litter. Reusable bags and biodegradable containers are considered to be the best option to reduce waste and litter, protect wildlife, and conserve resources.

Some businesses within the City have taken affirmative steps to reduce usage of single-use shopping bags and polystyrene containers and the City recognizes their proactive efforts. It is in the public interest for the Florida Legislature to provide for local regulation of single-use shopping bags and polystyrene containers. The Florida Legislature under "The Energy, Climate Change, and Economic Security Act of 2008," enacted House Bill 7135, creating Sections 403.7033 and 500.90, Florida Statutes. Section 403.7033 requires the Florida Department of Environmental Protection ("DEP") to perform an analysis and submit a report to the Legislature by February 1, 2010, regarding the necessity and efficacy of both statewide and local regulation of bags by consumers to carry products from retail establishments. It also provides that until such time that the Legislature adopts the recommendations of the DEP, no local or state government may enact any regulation or tax on the use of such retail bags. Section 500.90 preempts local regulation of the use or sale of polystyrene products.

The DEP analysis determined a need for new or different regulations of bags used by customers to

carry products from retail establishments and recommends the implementation of new standards requiring the prohibition of plastic carryout bags and encouraging the use of reusable bags to the benefit of the State's environment.

Current Activity

Senate Bill 182 proposes to remove the preemption in Section 403.7033, Fla. Stat., and repeal Section 500.90, Fla. Stat.

Recommendation

Approve the Resolution urging the Florida Legislature to approve Senate Bill 182 and any companion bills repealing the preemption of local laws regarding the use or sale of single-use plastic bags and polystyrene products.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO APPROVE SENATE BILL 182 AND ANY COMPANION BILLS REPEALING THE PREEMPTION OF LOCAL LAWS REGARDING THE USE OR SALE OF SINGLE-USE PLASTIC BAGS AND POLYSTYRENE PRODUCTS; DIRECTING THE CITY CLERK TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES AND THE BROWARD COUNTY LEGISLATIVE DELEGATION; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Deerfield Beach is diligent in its efforts to preserve the beautiful environment that supports the tourism industry that is so vital to the economy of the City and the State of Florida; and

WHEREAS, plastic bags and polystyrene are detrimental because they do not fully degrade in our oceans or land, and they introduce unsafe chemicals into our environment; and

WHEREAS, the expansive usage of single-use shopping bags and polystyrene containers and their typical disposal rates create an impediment to the City's waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, reusable bags and biodegradable containers are considered to be the best option to reduce waste and litter, protect wildlife, and conserve resources; and

WHEREAS, the City Commission acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the Florida Legislature to enable local governments to address and regulate single-use shopping bags and polystyrene containers; and

WHEREAS, the Florida Legislature under "The Energy, Climate Change, and Economic Security Act of 2008," enacted House Bill 7135, creating Sections 403.7033 and 500.90, Florida Statutes; and

WHEREAS, Section 403.7033, Fla. Stat., required the Florida Department of Environmental Protection ("DEP") to perform an analysis and submit a report to the Legislature by February 1, 2010, regarding the necessity and efficacy of both statewide and local regulation of bags by consumers to carry products from retail establishments; and

WHEREAS, Section 403.7033, Fla. Stat., also provides that until such time that the Legislature adopts the recommendations of the DEP, no local or state government may enact any regulation or tax on the use of such retail bags; and

WHEREAS, Section 500.90, Fla. Stat., preempts local regulation of the use or sale of polystyrene products; and

WHEREAS, the DEP analysis determined a need for new or different regulations of bags used by customers to carry products from retail establishments and recommends the implementation of new standards requiring the prohibition of plastic carryout bags and encouraging the use of reusable bags to the benefit of the State's environment; and

WHEREAS, Senate Bill 182 proposes to remove the preemption in Section 403.7033, Fla. Stat. and repeal Section 500.90, Fla. Stat; and

WHEREAS, the City Commission supports the efforts to repeal the preemption in Sections 403.7033 and 500.90, Florida Statutes, so that local governments can enact appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

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 of the City of Deerfield Beach supports efforts to repeal the state preemption in Sections 403.7033 and 500.90, Florida Statutes, and urges the Florida Legislature to approve SB 182 and all companion bills repealing the preemption language in Sections 403.7033 and 500.90, Fla. Stat.

Section 3. The City Clerk is directed to transmit a certified copy of this Resolution to the Florida League of Cities and the Broward County Legislative Delegation.

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

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

By Senator Stewart

13-00378-20

2020182__

A bill to be entitled

An act relating to the preemption of recyclable and polystyrene materials; amending s. 403.7033, F.S.; deleting preemptions of local law relating to the regulation of auxiliary containers, wrappings, or disposable plastic bags; amending s. 500.90, F.S.; repealing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 403.7033, Florida Statutes, is amended to read:

403.7033 Departmental analysis of particular recyclable materials.—The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the department shall submit a report with conclusions and recommendations to the Legislature no later than

13-00378-20

2020182__

February 1, 2010. ~~Until such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags.~~

Section 2. Section 500.90, Florida Statutes, is amended to read:

~~500.90 Regulation of polystyrene products preempted to department. The regulation of the use or sale of polystyrene products by entities regulated under this chapter is preempted to the department. This preemption does not apply to local ordinances or provisions thereof enacted before January 1, 2016, and does not limit the authority of a local government to restrict the use of polystyrene by individuals on public property, temporary vendors on public property, or entities engaged in a contractual relationship with the local government for the provision of goods or services, unless such use is otherwise preempted by law.~~

Section 3. This act shall take effect July 1, 2020.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-248

Agenda Date: 2/4/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 18 "BUSINESSES" OF THE CITY CODE BY CREATING ARTICLE VII "PROHIBITION OF NON-MEDICAL MARIJUANA," SECTION 18-241 ENTITLED "NON-MEDICAL MARIJUANA PROHIBITED"; URGING THE STATE LEGISLATURE TO PREVENT THE LEGALIZATION OF NON-MEDICAL MARIJUANA; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for February 18, 2020

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On November 8, 2016, voters approved Constitutional Amendment 2, ("Amendment 2") which permitted the use of marijuana for medical purposes within the State of Florida for individuals with debilitating conditions ("Medical Marijuana"). In 2017, the Florida Legislature passed, and the Governor signed, Senate Bill 8A ("SB 8A"), codified in Section 381.986, Florida Statutes, to implement Amendment 2. SB 8A authorizes and describes "Medical Marijuana Treatment Centers" to encompass the entire supply chain (cultivation, processing, storage, distribution, etc.), not just retail sales to qualified patients, and preempts the regulation of cultivation, processing, and delivery to the State. SB 8A also permits the use of additional alternative forms of marijuana (marijuana in all its forms including low-THC cannabis, together referred to as "marijuana") and alternative dispensing methods.

Section 381.986, Florida Statutes, preempts certain local restrictions as to Medical Marijuana, but does not limit the ability of local governments to regulate the sale, use, distribution, cultivation, or warehousing of marijuana that does not qualify as, or meet the definition for, Medical Marijuana. Pursuant to Article VIII, Section 2(b) of the Florida Constitution and as further provided in Section 166.021, Florida Statutes, the City of Deerfield Beach, Florida ("City") may exercise any power for municipal purposes except when expressly prohibited by Florida or Federal law.

Current Activity

The use of marijuana for recreational or other non-medical use purposes ("Non-Medical Marijuana") is currently prohibited under Florida and Federal law. However, there have been petitions to attempt to amend the State Constitution to permit the non-medical use (recreational use) of marijuana in the

State.

In the event a constitutional amendment or new state law is passed allowing Non-Medical Marijuana, the City desires to have an ordinance in place prohibiting Non-Medical Marijuana. Accordingly, to the extent a state law is passed in the future allowing Non-Medical Marijuana, the City urges the State Legislature to grandfather any local ordinances regulating Non-Medical Marijuana that were enacted prior to the enactment of the state law, or alternatively, to permit the local regulation of Non-Medical Marijuana.

Recommendation

Consider Ordinance for approval on second reading.

ORDINANCE NO. 2020

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 18 “BUSINESSES” OF THE CITY CODE BY CREATING ARTICLE VII “PROHIBITION OF NON-MEDICAL MARIJUANA,” SECTION 18-241 ENTITLED “NON-MEDICAL MARIJUANA PROHIBITED”; URGING THE STATE LEGISLATURE TO PREVENT THE LEGALIZATION OF NON-MEDICAL MARIJUANA; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, on November 8, 2016, voters approved Constitutional Amendment 2, (“Amendment 2”) which permitted the use of marijuana for medical purposes within the State of Florida for individuals with debilitating conditions (“Medical Marijuana”); and

WHEREAS, the 2017 Florida Legislature passed Senate Bill 8A (“SB 8A”), codified in Section 381.986, Florida Statutes, to implement Amendment 2 and Governor Rick Scott signed SB 8A on June 23, 2017; and

WHEREAS, SB 8A authorizes and describes “Medical Marijuana Treatment Centers” to encompass the entire supply chain (cultivation, processing, storage, distribution, etc.), not just retail sales to qualified patients, and preempts the regulation of cultivation, processing, and delivery to the State; and

WHEREAS, SB 8A permits the use of additional alternative forms of marijuana (marijuana in all its forms including low-THC cannabis, together referred to as “marijuana”) and alternative dispensing methods; and

WHEREAS, Section 381.986, Florida Statutes, preempts certain local restrictions as to “Medical Marijuana”, but does not limit the ability of local governments to regulate the sale, use, distribution, cultivation, or warehousing of marijuana that does not qualify as, or meet the definition for, Medical Marijuana; and

WHEREAS, pursuant to Article VIII, Section 2(b) of the Florida Constitution and as further provided in Section 166.021, Florida Statutes, the City of Deerfield Beach, Florida (“City”) may exercise any power for municipal purposes except when expressly prohibited by Florida or Federal law; and

WHEREAS, the use of marijuana for recreational or other non-medical use purposes (collectively, “Non-Medical Marijuana”) is currently prohibited under Florida or Federal law; and

WHEREAS, there have been petitions circulating attempting to amend the State Constitution to permit the non-medical use of marijuana in the State; and

WHEREAS, the City urges the State Legislature to prevent the legalization of Non-Medical Marijuana; and

WHEREAS, in the event a new state law is passed permitting Non-Medical Marijuana, the City urges the State Legislature to grandfather local ordinances regulating Non-Medical Marijuana that were enacted prior to the enactment of such state law, or alternatively, permit the local regulation of Non-Medical Marijuana; and

WHEREAS, this prohibition of Non-Medical Marijuana shall not be construed to prohibit or otherwise regulate Medical Marijuana as defined in Section 381.986, Florida Statutes; and

WHEREAS, the City Commission deems it to be in the best interest of the City to preserve and protect the quality of life enjoyed by the residents of the City by enacting legislation to prohibit the sale, use, distribution, cultivation, and warehousing of Non-Medical Marijuana within 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 incorporated herein.

Section 2. Chapter 18, “Businesses” of the City Code is hereby amended to create Article VII “Prohibition of Non-Medical Marijuana,” Section 18-241 “Non-Medical Marijuana Prohibited” to read as follows¹:

Chapter 18 – BUSINESSES

ARTICLE VII-PROHIBITION OF NON-MEDICAL MARIJUANA

Sec.18-241.- Non-Medical Marijuana Prohibited.

(1) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Cultivation means the preparation of any soil or hydroponic medium for the planting of a controlled substance or the tending and care or harvesting of a controlled substance.

Distribution means to deliver, other than by administering or dispensing, a controlled substance.

Marijuana means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin or oil extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture or preparation of the plant or its seeds or resin, including low-THC Cannabis.

Medical Marijuana means Marijuana that is dispensed from a state licensed facility for medical use by a qualified patient.

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

Medical Use shall have the same meaning as set forth in Section 381.986(j), Florida Statutes, as may be amended.

Non-Medical Marijuana means all Marijuana that is not Medical Marijuana.

Qualified Patient means a resident of the State of Florida who has been added to the medical marijuana use registry by a qualified physician to receive marijuana or a marijuana delivery device for medical use and who has a qualified patient identification card.

(2) Prohibition. The sale, use, distribution, cultivation, or warehousing of Non-Medical Marijuana is hereby prohibited. This prohibition shall not be construed to prohibit or otherwise regulate Medical Marijuana.

(3) Penalties.

(a) Any violation of this Section shall be punishable pursuant to Section 1-15 of the Code.

(b) The City is authorized to pursue any and all remedies set forth in this Section and any other remedies permitted under applicable law. Nothing in this Section shall prevent or restrict the City from taking any such other lawful action in any court of competent jurisdiction in order to prevent or remedy any violation or noncompliance, including but not limited to injunctive relief.

(c) All remedies and penalties provided for in this Section shall be cumulative and independently available to the City.

Section 3. The City Commission hereby urges the State Legislature to prevent the legalization of Non-Medical Marijuana. In the event a new state law is passed permitting Non-Medical Marijuana, the City Commission urges the State Legislature to grandfather local ordinances regulating Non-Medical Marijuana that were enacted prior to the enactment of such state law, or alternatively, permit the local regulation of Non-Medical Marijuana.

Section 4. 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 5. 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 6. 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 7. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS _____ DAY OF _____, 2020.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK