



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

Tuesday
October 6, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: September 3, 2020, September 14, 2020

Special City Commission Meeting Minutes

Attachment: September 14, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Planning & Zoning Board Meeting Minutes

Attachment: August 6, 2020

Deerfield Beach Municipal Firefighters Pension Fund Meeting Minutes

Attachment: June 8, 2020

Hillsboro Inlet District Meeting Minutes

Attachment: August 17, 2020

Community Appearance Board Meeting Minutes

Attachment: August 26, 2020

APPROVAL OF THE AGENDA

October 6, 2020

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82167357951?pwd=dTQ3YlMyREZHZ3dhZHVnWVNTcmQydz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 821 6735 7951#

Participant ID: #

Passcode: 933886#

For complete instructions on joining and/or participating during Public Comment, please download the agenda packet.

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. **Certificates of Recognition presented to the Broward League of Cities CARES Act Task Force Members for their commitment, time and dedication in advocating for municipal CARES Act funding.**

Sponsor: Commissioner Todd Drosky

2. **Certificates of Appreciation presented to FishAngler and Pelagic for their sponsorship and volunteer assistance at the 2020 Jr. Anglers Day Event.**

Sponsor: Mayor Bill Ganz

3. **Certificates of Recognition presented to Broward Sheriff's Office deputies and firefighters for their altruism and compassion shown toward the Praxis Apartment residents.**

Sponsor: Mayor Bill Ganz

4. **Certificates of Appreciation presented to Deerfield Park Elementary staff and teachers for their commitment and support in making the School's "Reclaim and Elevate Summer Program" a success.**

Sponsor: Commissioner Ben Preston

5. **Proclamation presented to Florida League of Cities in recognition of Florida City Government Week.**

Sponsor: Commissioner Michael Hudak

6. **Certificate of Recognition presented to Joy Zubkousky for 13 years of dedicated service as the Office Specialist for the Department of Active Aging.**

Sponsor: Department of Active Aging

PRESENTATION

7. **Presentation from FDOT regarding the SW 10th Street Connector Project.**

Sponsor: Office of the City Manager

QUASI-JUDICIAL PUBLIC HEARINGS

8. P.H. 2020-091: CASE NO. 776 (Project Name: Deerfield Town Square)

Applicant: LBJ1, LLC represented by Art Sign Co.

Proposal: Seeking four (4) SIGN VARIANCES from the provisions of the Deerfield Beach Land Development Code: 1.) From Section 102-8 (c)(1)a. to allow a freestanding sign that is 73 feet from another freestanding sign in lieu of the 100 foot separation required by Code; 2.) From 102-8 (c)(1)e. to allow a third freestanding sign on a site that has less than 700 feet of frontage, in lieu of two, as required by Code; 3.) From Section 102-8 (c)(1)f. to allow 11 tenant panels in lieu of a maximum of 6 tenant panels, as required by Code; and 4.) From Section 102-9 allowing a sign that exceeds the maximum height, size of sign structure and size of sign face within the structure for a sign within the 10-19 foot setback area.

Location: The property is generally described as A PART OF PARCEL A, OF "LIVING LEGENDS CENTER", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 135 PAGE 30 as more particularly described in the file, and located 3825-3901 W. Hillsboro Blvd

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Deerfield Town Square

9. P.H. 2020-092: APPLICATION NO. 20-M3c-20 (U.S. Crane & Rigging)

Applicant: 4250 Powerline, LLC represented by Neal Kalis, Esq.

Proposal: Major Site Plan application seeking approval to construct a 93,907 square foot pre-cast concrete manufacturing plant.

Location: The properties are generally described as 15-48-42 S1/2 OF SW1/4 OF SW1/4 OF NW1/4 LESS R/W FOR POWERLINE RD; and LANZO INDUSTRIAL CENTER 111-14 B POR PAR B DESC AS: BEG SW COR PAR, N 398.08, E 186.5, S 273.27 SLY ARC 21.68, SWLY ARC 146.27, E 216.51 TO POB, more particularly described in the file, and located at 4250 North Powerline Road and 4251 NW 19th Avenue.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: U.S. Crane & Rigging - Site Plan

10. P.H. 2020-093: APPLICATION NO. 20-A-196 (Project Name: U.S. Crane & Rigging)

Applicant: 4250 Powerline Road, LLC, represented by Neal Kalis, Esq.

Proposal: Abandonment application seeking approval to abandon an existing 10 foot wide easement to accommodate a proposed 93,907 square foot pre-cast concrete manufacturing plant.

Location: A 10 foot wide utility easement being a portion of Parcel "A" of the "LANZO INDUSTRIAL CENTER PHASE II, according to the plat thereof as recorded in Plat Book 183, Page 324, of the Public Records of Broward County, Florida, more particularly described in the file, and located at 4250 North Powerline Road and 4251 NW 19th Avenue.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: U.S. Crane & Rigging - Abandonment

PUBLIC HEARINGS – SECOND READING

11. P.H. 2020-096: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

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

Sponsor: Department of Planning & Development Services

Attachment: Neighborhood Improvement Program

- 12. P.H. 2020-094: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; 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 Financial Services

Attachment: JP Morgan Chase Bank, N.A.

- 13. P.H. 2020-095: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; 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 Financial Services

Attachment: Enhanced Parking Enforcement and Collection Programs

14. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing the Parking Amnesty in Deerfield Beach ("P.A.I.D.") Program to provide assistance to qualified individuals by waiving late fees for unpaid parking citations upon fine payment under certain conditions; providing implementation and for an effective date. (Departmental Business)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: P.A.I.D Program

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 15. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Subrecipient Agreement with Florida Housing Finance Corporation for the distribution of State Housing Initiatives Partnership ("SHIP") Coronavirus Relief Funds; authorizing the Mayor and City Manager to execute the Agreement; 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 Legislative and Community Affairs

Attachment: SHIP Coronavirus Relief Funds

- 16. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with the State of Florida, Division of Emergency Management, for the Implementation and Administration of the Hurricane Loss Mitigation Program Fiscal Year 2020-2021; authorizing the execution of the Agreement; providing 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 Legislative and Community Affairs

Attachment: Hurricane Loss Mitigation Program

- 17. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting and authorizing submission of an amended fiscal year 2019-2020 Community Development Block Grant Action Plan to the United States Department of Housing and Urban Development; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: CDBG Action Plan

DEPARTMENTAL BUSINESS

- 18. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the submission of the Local Government Verification of Contribution Loan Form for the Tallman Pines III Development Project; providing for a commitment of future loan funding of \$640,000 contingent upon City Commission approval of the loan terms and all applicable planning and zoning approvals for the project: providing for execution and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Tallman Pines III Project

- 19. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the release of the City's Right of Reverter of Title for the 3,049 square foot property located at 191 S. Dixie Highway, Deerfield Beach; 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 Economic Development & Department of Planning & Development Services

Attachment: City's Right of Reverter of Title

- 20. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2020 through September 30, 2021; authorizing the City Manager to sign the Collective Bargaining Agreement on behalf of the City; authorizing the City Manager to take all actions necessary to implement the Collective Bargaining Agreement; 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 Human Resources

Attachment: IUPAT Collective Bargaining Agreement

- 21. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2020 through September 30, 2021; authorizing the City Manager to sign the Collective Bargaining Agreement on behalf of the City; authorizing the City Manager to take all actions necessary to implement the Collective Bargaining Agreement; 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 Human Resources

Attachment: PMSA Collective Bargaining Agreement

COMMENTS BY ADMINISTRATION & LEGAL

- 22. Fiscal and Economic Impact Update.**

Sponsor: Office of the City Manager

- 23. Update regarding the reinstatement of late fees and disconnection for the utility billing program.**

Sponsor: Department of Financial Services

Attachment: Reinstatement of Late Fees and Disconnection

CITY COMMISSION BUSINESS

- 24. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving free admission to the International Fishing Pier for active first responders every year on September 11th; authorizing amendment to the appropriate fee schedule to the extent required; providing for 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: Mayor Bill Ganz

Attachment: International Fishing Pier Admission

- 25. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, creating the African American Heritage Board in accordance with Section 3.12(2) of the City Charter; 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: Commissioner Ben Preston

Attachment: African American Heritage Board

- 26. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing the Proposed County Charter Amendment that purports to Preempt Municipal Home Rule Authority for zoning and other regulations on county owned or leased property within municipal boundaries; authorizing the joining of the lawsuit filed by the City of Weston against Broward County seeking to remove the Proposed Charter Amendment from the November 2020 Ballot; authorizing the expenditure of \$2,500 to join the lawsuit; waiving the conflict resolution procedures set forth in Chapter 164; providing for implementation and an effective date. (*Funds from Account #606-0900-519-37-70 - General Liability - Legal*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Commissioner Todd Drosky

Attachment: Proposed County Charter Amendment

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, October 20, 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

Thursday, September 3, 2020

7:00 PM

Virtual Meeting

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., through virtual meeting technology.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Parness.

Mayor Ganz expressed condolences for the loss of Flora Quin and Wayne Miller, both long time employees of the City.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Budget Workshop Meeting Minutes – June 22, June 23 and June 24, 2020

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - May 12 & June 9, 2020

Hillsboro Inlet District Meeting Minutes - July 20, 2020

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to acknowledge the board minutes as submitted. Voice Vote:

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

September 3, 2020

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

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

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to Two Georges at The Cove for their continued support and contributions to the Boys & Girls Club of Deerfield Beach and induction into the Boys & Girls Club Donor Hall of Fame.

Commissioner Drosky read and presented a proclamation to Two Georges at the Cove, in recognition of their support to the Boys & Girls Club ("Club") in Deerfield Beach for the last 10 years through fundraising efforts, raising over \$425,000 for Deerfield Beach youth. Additionally, Two Georges has also supported Dunn's Run which also supports local youth. The funds raised by Two Georges over the last 10 years has helped provide a safe place for thousands of Deerfield Beach youth to complete homework, play and enjoy a hot meal when school is out. Two Georges at the Cove is a 2020 Inductee into the Club of Broward County Donor Hall of Fame in honor of their years of support. Steve Scaggs (owner) and Two Georges will join other esteemed supporters into the Hall of Fame.

Mr. Scaggs thanked Commissioner Drosky, Mayor Ganz and the Commissioners for this award. He applauded Denise Muzelli for her efforts as she runs the fishing and golf tournaments, as well as the Club of Deerfield Beach for the work with the youth.

Commissioner Drosky highlighted four (4) students in the City who have been supported by the Club along with their achievements.

Matt Organ, Co CEO Boys & Girls Club of Broward County, said the common thread in changing lives is the support offered by people like Mr. Scaggs. He applauded Mr. Scaggs/Two Georges, the Commission and all involved for their support in changing the lives of the youth.

BUDGET & MILLAGE PUBLIC HEARINGS

2. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read in its entirety.

Commissioner Drosky asked if Item #7 should be discussed during the budget presentation.

David Santucci, City Manager, replied that the funding mechanism for community participation grant program is part of the proposed budget. The actual funding will be based on the passing of Item #7 and disbursement of funds will be discussed at a later date. Thereafter, he thanked staff and the Assistant City Managers for their hard work on the

BUDGET & MILLAGE PUBLIC HEARINGS – CONTINUED

budget and provided a PowerPoint presentation outlining the Fiscal Year 2021 proposed budget.

Economic Indicators – Mr. Santucci said unemployment is very high, but has come down since April; however, the City is higher than the State of Florida due to dependence on tourism. The median household income lags behind both the State and Broward County average; same as the poverty rate. Due to the impact of COVID-19, consumer sentiment has gone down quite a bit since the pandemic. It is hopeful that it will turn around, but it is clear that revenue sources will be much less than the current fiscal year. Additionally, the consumer price index from April 2019 to April 2020, for the greater Fort Lauderdale and Miami area, has gone down as reported by the Bureau of Labor Statistics. He opined that these indices will not increase until there is an upturn in airline travel and hotel reservations.

Financial Conditions – Mr. Santucci outlined key financial conditions for the City; unassigned fund balance of \$17.6 million, which complies with the Fund Balance Policy requirements of at least 10% of the General Fund operating expenditures and transfers. The City maintains a \$3.5 million reserve for emergencies, an AA bond rating for both S&P and Fitch and the debt burden is less than 2% of the total taxable value of the \$7.9 billion in property value in the City. Lastly, there is an estimated \$10 million in the five-year General Fund CIP; however, there is no dedicated funding source as those projects are funded year to year. Prior to the economic downturn, it was his hope that the increase in economic activity would assist in providing for a dedicated funding source for the capital improvement plan within the General Fund and should be kept in mind if things improve.

Single Family Home Assessed Values – Mr. Santucci outlined the average assessed values in the City; whereas, they have increased at a higher percentage than the County average, but still lags significantly. It is important to recognize that it is the City's assessed value that has a lot to do with the millage rate because the City has low average assessed value homes, a millage rate must be maintained to support all services provided. It is realistic to assume that if the average assessed value, Broward County's average, were here in the City, the millage rate could be lower. Also, Deerfield Beach has the 10th lowest average assessed value homes in Broward County. Further, he is hopeful that more non-ad valorem tax resources will increase, but to be mindful that the possibility of lagging effects of the economic downturn as a result of the unemployment and business closures that will translate to issues and perhaps housing crisis. He opined that home values will either remain the same or decline in fiscal year 2022.

Millage Rate History – Last 10 Years – Mr. Santucci said the City has held a pretty steady millage rate since FY14 and for this fiscal year, the complete millage rate is proposed at 6.3560, same as last year.

Broward County, Florida – Millage Rate Comparison of Comparable Cities – Mr. Santucci said the operating millage rate is outlined by city. Millage rates are contingent upon many things like residential home values, other revenue sources cities receive as well as the size of their business tax base and other variables.

Ad Valorem Tax Revenue History – Mr. Santucci said the ad valorem tax revenue has steadily increased even though the millage rate has decreased, which is attributable to rising home values, redevelopment and new development. Though there are major reductions in non-ad valorem revenue sources, the estimated ad valorem tax revenue for FY 2021 in the General Fund is just above \$46 million.

Ad Valorem Tax Estimates – FY21 – Mr. Santucci explained how those revenues are determined: estimated ad valorem tax revenue from Broward County Property Appraiser, 95% of that amount is budgeted per the Florida Department of Revenue Trim Compliance workbook. The \$48.1 million represents 95% subtracting the CRA allocation of \$2 million resulting in \$46.1 million. He advised that 1 mill generates \$4.6 million of ad valorem tax revenue for the City. There has been a 6% increase in the taxable value of properties for this fiscal year.

Where do your property taxes go? – Mr. Santucci provided a breakdown of how tax revenue is divided; whereas, 1/3 goes to the City as well as Broward County and the School Board. Other governmental entities include the North Broward Hospital District, South Florida Water Management, Children's Services Council and Florida Inland Navigation District.

Calculating Your City Taxes – Mr. Santucci provided examples of how the property taxes are calculated based on the City's tax rate and exemptions. There are circumstances where the assessed value of a property is very low and could be due to the property being a condo or has been owned by the homeowner for a very long time and could have an assessed value as low as \$75,000, and only receives an exemption of \$25,000 instead of \$50,000 as provided

BUDGET & MILLAGE PUBLIC HEARINGS – CONTINUED

to other homeowners.

Broward County Fire Assessment Fee Comparison – Mr. Santucci outlined the various fire assessment fees by city throughout the County; whereby, the City will remain at \$235 and is well below the County's average of \$314.

Total Citywide Budget \$195,594,735 – Mr. Santucci outlined the City's overall proposed budget for FY 21. The breakdown for each fund will be discussed in detail later.

Budget Summary – All Funds – Mr. Santucci provided a summary of all funds, whereby, staff has worked hard to meet revenue projections by reducing costs across all funds. Within the building fund, there is a \$3.8 million reduction, but a budget amendment occurred mid-year to account for major projects in the current fiscal year. There will not be any outliers moving into the next fiscal year, but the same level of business activity is expected as seen in the current fiscal year. Even with COVID, developments are still moving forward. Additionally, with the increase in the Road & Bridge Fund, it is attributable to capital projects being funded by the Broward County Transportation Surtax.

Where the money comes from – Mr. Santucci said revenue sources are diversified, but what hurts in the current fiscal year and FY 21, is that certain categories such as sales & use tax, charges for services, and intergovernmental revenue sources are anticipated to decline steeply into next year. It is important to note that not all revenue sources are external revenue sources and explained how it is accounted for in the budget, i.e. internal or external. Looking at the interfund transfers, it represents revenue sources from one fund to another.

Revenue by type – All Funds – Mr. Santucci highlighted the revenue sources for all funds.

Anticipated Non-Ad Valorem Revenue Reductions – Mr. Santucci highlighted the revenue sources expected to decline next fiscal year: charges for services, intergovernmental (state revenue sharing). Miscellaneous revenue includes capital lease proceeds, loan proceeds, fire assessment fees, interest on investments and administrative fees.

Where the money goes – Mr. Santucci outlined how the funds are spent across all funds. Approximately 27% goes toward salaries & wages and employee benefits; however, that is rather low because the operating expenses (57.57%) include the entire contract for the Broward Sheriff's Office Law Enforcement and Fire Rescue Services. If these services were offered through a city, instead of contract, the salaries & wages would be considerably higher. Capital outlay is relatively low at 5.4%; as a lot of capital was deferred this year due to the economic outlook and only required projects or grant fund projects will be pursued.

Expenditures by type – All Funds – Mr. Santucci said the capital outlay increase is due to the City's ability to take advantage of grant funds for these projects; otherwise, reductions are across the board.

Expenditure Reductions – Mr. Santucci said the reductions to salaries & wages and employee benefits were accomplished through freezing vacant positions in this fiscal year, but will be carried over into FY 21; elimination of vacant positions and the proposed budget does not include a cost of living or merit increase for FY 21. The departments have worked hard to lower operating expenditures for FY 21 which is a significant reduction of approximately \$6 million. Grants & aids are expected to decline as well as a minor decline in debt service.

General Fund Revenues – Mr. Santucci provided a pie chart showcasing the revenue sources for the General Fund. The fire assessment fee provides approximately \$13 million. The entire fire contract is approximately \$29 million and there is approximately \$6 million remaining for the pension, which is closed, so it will be decreasing; additionally, \$1.6 million is budgeted for fire apparatus.

General Fund Major Revenue Changes – Mr. Santucci outlined the major revenue changes in the General Fund, increase in ad valorem taxes; fire assessment fee is not based on an increase in the fee, but an increase on development; otherwise, a lot of revenue sources are decreasing substantially, including cash carryover. He pointed out that the \$4.5 million increase is a loan payable proceed for the ERP system discussed during the budget workshops. The City will compete for the ERP system and fund it through a loan; therefore, there will be an expenditure of \$4.5 million and a revenue source for the same. The following fiscal year will include an expenditure of the principal and interest payment for that loan. Staff believes the \$4.5 million is a realistic cost to implement the

BUDGET & MILLAGE PUBLIC HEARINGS – CONTINUED

system over the course of the next couple of years. These systems are the backbone to the administrative engine of the City and typically remain for 10, 15 or 20 years and are extremely important to the efficiencies of government and is an investment to the City's future.

General Fund Expenditures - \$111,569,283 – Mr. Santucci said the BSO contract resides heavily in operating expenditures and employee benefits and salaries remain relatively low for a local government and there is \$6.8 million in capital outlay expenditures from the General Fund this year.

General Fund – Budgetary Highlights – Mr. Santucci said the expenditures remain the same, but the pie chart outlines the expenditures by function and department. Additionally, the next slide depicts department reductions across the board; internal services increase is attributable to the ERP system. He further advised that all departments made extreme sacrifices, as well as employees, to move forward responsibly and sustainably in FY 21. During the budget workshops, many key items removed from the budget were discussed and can be reiterated should the Commission choose.

Special Revenue Funds Budgetary Highlights – Mr. Santucci outlined the special revenue funds. Senior Services is classified as a special revenue fund because of the funding sources received through grants; this budget has been decreased by \$655,000 and includes the temporary closure of the preschool. Mr. Santucci explained that the preschool is being closed for myriad reasons: 1) COVID-19 closure of schools; 2) COVID-19 will require an amendment to operations for core functions within the Center for Active Aging next year when people are allowed to return; and 3) construction for the Center for Active Aging; whereby, the preschool will be closed until the new building is ready. Mr. Santucci continued to outline other changes to special revenue funds, building services, community development block grant and road & bridge.

Special Revenue Funds – Mr. Santucci previously outlined changes to the special revenue funds.

Debt Service Fund – Mr. Santucci said during this fiscal year, a debt service fund was created and outlined the comparison to the proposed FY 21 budget, whereas, there is a slight increase, but is relatively steady. Also, the creation of the debt service fund creates more budget for the City because there must be interfund transfers, but it's meant to be transparent on the City's debt.

Enterprise Funds – Budgetary Highlights – Mr. Santucci outlined the major enterprise funds for the City. Within utility operations, staff does not expect a collectible decline on revenue sources, but may see revenue received decline based on the hard times people are having. Luckily, programs are being implemented to help residents and businesses with financial assistance and hopes it helps people become current on past due bills. The decrease in solid waste is mainly attributed to taking a division and redistributing amongst the organization, i.e. sanitation division as well as deferral of capital equipment. If solid waste revenues turn around, most likely the capital expenditures will be presented for consideration by the Commission; nevertheless, prudence is important to gauge the economy within the first couple of months of the fiscal year.

Enterprise Funds – Budgetary Highlights – Mr. Santucci outlined the 3.2% decrease in the utility fund. This year's budget does not include a rate change; however, Broward County has passed a rate change onto the City. The rate change has not been passed along to the City's customers; notwithstanding, those residents in the unincorporated area, receiving waste water bills directly from the County will see a rate increase. The solid waste fund is not recommending a rate increase nor did the budget include any amendments to the recycling program, so that will be a cost savings moving forward. Mr. Santucci advised that there is still a lot of uncertainty with recycling so it was not considered in the budget. The stormwater budget remains relatively the same and the fee remains unchanged.

Insurance Services Trust Fund – Mr. Santucci said the insurance services trust fund is decreasing significantly due to trending and experience; whereas, not as much healthcare is being used like it was in the past and many cases are not as severe as before.

FY 21 Capital Expenditures by Funding Source – Mr. Santucci explained that the revenue bond projects include the Center for Active Aging, City Hall, Tigner Center and others: Community Development Block Grant Fund, General Fund, Road & Bridge Fund, Utility Operating Fund, Stormwater Fund, and Renewal & Replacement Fund. Thereafter, he entertained questions by the Commission.

BUDGET & MILLAGE PUBLIC HEARINGS – CONTINUED

Commissioner Hudak commended each department and City Manager in reducing the budget. He applauded that there will not be any layoffs as the City Commission, department heads and the managers are doing all they can to save jobs in FY 21. In reviewing the BSO budget, he has spoken to the Chief regarding training for police as none was outlined in the budget. He asked that personnel are trained properly in light of the adverse situations occurring across the Country regarding police and citizens. Commissioner Hudak asked how training was being handled for Deerfield Beach officers to ensure that the City is a great place to live.

Captain Brimlow, BSO Law Enforcement District X, replied that the budget for training goes through regional expenses; thus, a portion of the budget indicates what the City is paying to BSO regional assets and include SWAT, threat management and training. Further, he advised that they must participate in state mandated training, high liability training, training initiated by the Sheriff, and other trainings such as de-escalation training, physical tactics, and others to make officers more aware of what is going on and more integrated into the community. Captain Brimlow explained how the trainings take place so officers are still in the City, but some are required at the regional training center. Most deputies in the City receive an excess of 40 to 50 hours annually of additional training.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked about cultural and diversity training for deputies.

Captain Brimlow replied that this training is included in the regional budget which accompanies bias/unbiased training. There is a broad array of coverage that includes sensitivities that law enforcement has seen and changes occurring in the communities.

Continuing, Ms. Clarke-Reed asked where confiscated funds are allocated in the budget and how is it accounted for in the City's budget for use.

Captain Brimlow replied that the confiscated funds cannot be used for regular and routine expenses, so those typically come up for things that occur throughout the year. The Sheriff has a program outlined on the BSO website, sheriff.org, for funds ceased by the agency for programs and use in the community. At the district level, if people believe there is a program that is applicable to those funds, they can be considered in consultation by the City Manager and Commission.

Mayor Ganz closed the public hearing. Thereafter, he applauded everyone for their hard work; whereby, the fact that the millage rate is not increasing is a testament to the hard work and sacrifice put forth. He said the Commission wanted to avoid layoffs because of the concessions allowed; however, if anything changes the Commission may have to revert to that but does not want to. Mayor Ganz said some have complained that their taxes are going up which is due to Broward County and their rate increase to the City. As for the City, the value of properties are increasing; wherein, the values are so far behind where we should be so that the millage rate decreases. Nevertheless, we are headed in the right direction.

Commissioner Drosky agreed with Mayor Ganz; thereafter, he applauded Mr. Santucci for the work he has done during a very trying time, i.e. COVID-19 and budget deficit. Maintaining the same millage rate is phenomenal work by Mr. Santucci and his team during this budget.

Mayor Ganz said he would like to see minor changes in the City just in case adjustments are needed; convert tennis courts to pickle ball courts which should not change the budget. By second reading, he hopes the balanced budget can be passed with amendments to those programs.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #2 on first reading.
Roll Call:

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

Nays: 0

BUDGET & MILLAGE PUBLIC HEARINGS – CONTINUED

3. **ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR CONFLICTS, SEVERABILITY 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.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #3 on first reading.
Roll Call:

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

Nays: 0

4. **ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #4 on first reading.
Roll Call:

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

Nays: 0

PUBLIC HEARING – SECOND READING

5. **P.H. 2020-078: ORDINANCE 2020/019 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 9 "UNSAFE STRUCTURES AND HOUSING APPEALS BOARD" OF ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-165 "ALTERNATE BOARD" TO PROVIDE FOR THE ABILITY TO USE AN ALTERNATE UNSAFE STRUCTURES BOARD; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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. Mayor Ganz applauded staff for moving forward as it will help deal with issues throughout the City.

Commissioner Hudak said there are sections throughout the City where there have been continuous roadblocks in order to remove those structures.

PUBLIC HEARING – SECOND READING – CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #5, adopted Ordinance 2020/019. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, thanked Two Georges for their help with the Boys & Girls Club. Ms. Clarke-Reed said she experienced a traumatic incident over the weekend with two (2) unleashed dogs approaching her on her property; whereby, she fell and was injured. She spoke with Lieutenant Hofstein who sent out two (2) deputies to discuss the issue, who also spoke with Commissioner Preston at his residence and one of the dogs was lying outside across the street, but the dog was not picked up. Later on, she spotted the dogs on the street again. Ms. Clarke-Reed said she is concerned about dogs being out on the roadway.

Commissioner Preston said the officers who came out responded properly and were given assurance by the residents that the dogs would be kept inside; unfortunately, that was not the case.

Charles Enson 1480 SW 5th Avenue, Deerfield Beach, requested traffic calming devices in his neighborhood as a lot of cars are speeding and something is needed to protect the residents.

Commissioner Preston asked that the resident contact him for assistance.

David Santucci, City Manager, asked that Mr. Enson leave his phone number with staff in the Chamber, so someone can reach out to him regarding the specific location.

Captain Brimlow acknowledged the incident as a report was written up; animal control was notified, but in this case, the dogs were put up by the owner, so they must have let them back out later in the day. In good faith, the residents indicated that the dogs were being put away. Also, a copy of the report can be provided to Ms. Clarke-Reed.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2020/114 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County, Florida, for Broward County staff services in connection with hearings before the County Unsafe Structures Board; authorizing the City Manager to execute the Interlocal Agreement; providing for severability and 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.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item #6, adopted Resolution 2020/114. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

- 7. Resolution 2020/115 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, repealing Resolution No. 2009/163 and providing for revised policies and donation of city funds to charitable and public purpose organizations; providing for conflicts and 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.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Drosky, seconded by Vice Mayor Parness, to approve Item #7, adopted Resolution 2020/115. Voice Vote:

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

Nays: 0

- 8. Resolution 2020/116 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #20-37-JW for the preparation of the City's Evaluation and Appraisal Report and update to the Comprehensive Plan in an amount not to exceed \$58,500.00; authorizing execution of an Agreement with Leigh Robinson Kerr & Associates, Inc., the top ranked firm; providing for severability and an effective date. (Funds from Account #001-1100-515-3299 - Other Contractual Services)**

The Resolution was read by title only.

Eric Power, Director of Planning & Development Services, explained that the State of Florida requires a comprehensive plan; then, every seven (7) years, the City must update the plan through an Evaluation and Appraisal Report (EAR). This report captures any and everything that has been changed and updated with the state and other agencies above the municipality, so the City can adopt and incorporate those things into the Comprehensive Plan. The report requires an extensive amount of work and takes approximately one (1) year for the project to move forward and all departments are part of it based on how they are impacted by the comprehensive plan. The item is due to be reviewed by the City next year; however, with the current budget situation and requests made by management, his department was able to use the money for this service in this year's budget. Also, the Planning staff will take on a much larger role than normal; moreover, the GIS staff will be utilized along with Environmental Services staff to reduce the cost as much as possible. This bid is about half of what would have been allocated in next year's budget.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #8, adopted Resolution 2020/116. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL**CITY ATTORNEY**

Hillsboro Beach v. Deerfield Beach – Anthony Soroka, City Attorney, advised that an executive session regarding Hillsboro Beach v. Deerfield Beach, Case #17-007784 is needed and will be scheduled soon.

CITY MANAGER – No Report.

CITY COMMISSION BUSINESS

9. City Manager Performance Evaluation.

Commissioner Hudak said he presented the performance evaluation to the Commission last December and thanked them for moving forward with it. He said it is important to provide direction on performance and ways to improve. In January, he started the process where he provided the City Manager goals to accomplish. The other commissioners have started the process. Further, he advised that there are challenges with the arithmetic within the form and asked that the Commission provide comments on improvements without significantly changing the form itself. Commissioner Hudak outlined the goals provided to the City Manager; public safety, communication, public relations, budget and finance management, and employee relations. He advised that he is more than impressed with what the City Manager has achieved, especially with the issues the Country is currently facing. He rated him as excellent in those areas and in FY 21, his goals are budget and finance management, communications and public relations, employee relations, and economic development. Commissioner Hudak commended everyone for protecting jobs and although increases are not in the cards, the bigger picture is saving jobs as many have been adversely affected by unemployment. Lastly, he commended the City Manager for a job well done.

Commissioner Drosky said the budget approved without layoffs consists of no increases; however, if the union insists on increases, the no layoff stance may change. Regarding the evaluation, he outlined various areas in the evaluation that do not provide an honest assessment of the City Manager as he is not physically with him to make certain determinations; i.e. disseminates complete and accurate information equally to all members (Commission). Therefore, he provided middle of the line scores as his answers are the same. Thereafter, he commended the City Manager for his actions during COVID-19, the budget crisis, as well as the new hires.

Continuing, Commissioner Drosky said his only critique is that the City Manager follow up on his requests in a more diligent manner. There have been times where he has communicated his concerns to the City Manager and sometimes, follow up is same day and some, he has not received a follow up at all. It is either the City Manager is delegating his requests to department heads and staff and they are letting him down by not following up or he is not delegating enough and taking on too much responsibility which is not fair. Commissioner Drosky said his response or lack thereof reflects poorly when a resident makes a request. Furthermore, Commissioner Drosky explained that only having this one (1) critique is a testament to the leadership he has brought in, staff looks up to the City Manager and employee morale has improved. All in all he has done an excellent job and will submit his forms to the City Clerk at the end of the evening.

Commissioner Preston said he has submitted his evaluation to the City Attorney and explained that ranking should be achievable as outlined on the form. Further, he said the City Manager has a multiplicity of jobs that require his attention, but the question is whether he is making a difference with the residents and bringing credibility to the City. He outlined what is important to him in a city manager as there are measurable values that the Commission can view throughout the process. He also thanked Commissioner Hudak for the evaluation form which gives the Commission a foundation for reviewing the City Manager. Lastly, he said the City Manager should always strive for excellence in his evaluations.

Vice Mayor Parness said the City Manager's job is to carry out the policies provided by the City Commission. The City Manager is in charge of the day-to-day operations of the City, personnel and all departments. He was hired because the Commission believed he would follow the policy they set which is the criteria and measuring is not all that difficult. He then commended City Manager Santucci, Eric Power, Director of Planning & Development Services, and the legal department for handling a problem that needed to be resolved for a long time. A solution has been worked out that pleased him. Lastly, he advised that the evaluation form can be fine-tuned.

Mayor Ganz said an evaluation of a city manager has always been a work in progress and should be on a regular basis. There is no performance evaluation that perfectly captures the essence of someone's performance and it is subjective depending on how people decide to grade. Mayor Ganz outlined thoughts on the performance evaluation form and how there are limitations on what each commissioner knows. He outlined the challenges Mr. Santucci has had to deal with, he commended Mr. Santucci's character and advised that he performs outstanding in certain functions, but needs improvement in others. His overall rating would place Mr. Santucci above average. Further, Mr. Santucci provided a letter in the agenda backup declining an increase. Mayor Ganz said Mr. Santucci is new and a salary was appointed to him and there is a learning curve where the Commission is still getting to know him; whereas,

CITY COMMISSION BUSINESS - CONTINUED

it is too small of a sample size to justify an increase. Overall, he believes the right decision was made to hire Mr. Santucci. In closing, he thanked Mr. Santucci for his performance and said he will submit his scores to the City Attorney at the end of the meeting. He will also sit with the City Manager to discuss the evaluation in-depth.

Anthony Soroka, City Attorney, said he will work with Commissioner Hudak on amending the form and bring it back to the Commission for consideration.

COMMENTS BY MAYOR AND CITY COMMISSIONERS**COMMISSIONER DROSKY****DISTRICT 4**

Saturday Office Hours – Commissioner Drosky said he will hold office hours on September 5th from 10 am till noon, virtually. There is one (1) appointment remaining.

Bulk Pickup – Commissioner Drosky said his bulk pickups are on Monday, but they rarely come on Monday. Commissioner Drosky outlined various difficulties staff faces which result in later pickup days, but with people working from home, the volume of bulk trash has increased. He explained that the current routes may cause inefficiencies and asked that the City Manager reevaluate.

Holiday Weekend – Commissioner Drosky encouraged everyone to be safe and wear masks when going out.

VICE MAYOR PARNESS**DISTRICT 3**

District 3 Meeting – Vice Mayor Parness thanked staff for assisting with the Zoom meeting, which went well.

COVID-19 – Vice Mayor Parness said he is glad there is an ease in cases and reopening the pier to tourism is not a bad thing as long as a mask is worn and social distancing is maintained.

Bulk Pickup – Vice Mayor Parness said District 3 has their pickup on Friday and 99% of the time, it is finished that day. Crystal Lake has pickup on Tuesday and people are now making an effort to put it out the night before so it is picked up on the proper day. He also commended staff for their work as 99% of the time, the trucks are on time and does a good job of clean up.

COVID Testing Site – Vice Mayor Parness said testing is moving from Oveta McKeithen Recreational Complex to Quiet Waters Park soon; no appointment is needed and the new site will be drive thru.

COMMISSIONER PRESTON**DISTRICT 2**

COVID Testing Site – Commissioner Preston said he was contacted by quite a few people who thought the recreational complex was more centrally located and wished it would have remained there. The site was very successful and the numbers spiked because it was accessible. Commissioner Preston further commented on how Latinos and Blacks are affected by COVID-19 in infections and death. In his opinion, it would make more sense to put it in the place where the problem really is. Lastly, he thanked staff for their assistance.

Upcoming Holiday – Commissioner Preston encouraged everyone to stay safe and wear masks. Also, a spokesman from the CDC said if everyone in the Country wore a mask, the positive cases would diminish.

Neighbors Helping Neighbors – Commissioner Preston thanked staff for coming up with an idea that addresses the complexity of the virus and the financial constraints it has put on the residents. He encouraged everyone to donate as people are suffering and losing their jobs.

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED**COMMISSIONER HUDAK****DISTRICT 1**

COVID Testing – Commissioner Hudak thanked Commissioner Preston for bringing the testing site to Oveta McKeithen. The testing site will move to Quiet Waters Park on Sunday, September 6th from 8 a.m. to 3 p.m.; making Saturday the last day for testing at Oveta McKeithen.

Neighbors Helping Neighbors – Commissioner Hudak thanked Commissioner Drosky for increasing the funding to the program. He encouraged those in need to contact City staff as the program has been funded.

Saturday Office Hours – Commissioner Hudak said his Saturday hours will be September 12th and has one (1) appointment available.

Food Drives – Commissioner Hudak said there is a food drive tomorrow at Quiet Waters. There are usually 500 to 600 cars there every other weekend. Also, there was a food drive at St. Ambrose Church last Saturday and though it started slow, many people came and helped out a lot of people in the community.

Holiday Weekend – Commissioner Hudak encouraged everyone to be safe this weekend.

MAYOR BILL GANZ

Neighbors Helping Neighbors – Mayor Ganz said there are a lot of people in need and thanked staff for coming up with the assistance programs. He also thanked Commissioner Drosky for his efforts on the dais to bring more contributions to the program, but personally donating to the plan. He listed others who have also donated to the program.

St. Ambrose Food Giveaway – Mayor Ganz thanked Commissioner Hudak and staff; however, after phone calls were made informing people of the event, it all came together. He also thanked St. Ambrose Church for an outstanding job.

Census – Mayor Ganz encouraged people to fill out the census; it is private and anonymous. The census is essential for City government to make sure everyone is counted. He said it is easy to complete and the census takers are going door to door and will come at least six (6) times to make sure it is filled out. Lastly, he said the census can be completed online and will not take much time.

Mayor's Public Service Announcement (PSA) – Mayor Ganz thanked the Public Affairs & Marketing Team for an outstanding job on the joint PSA with other coastal mayors encouraging people to wear masks; Lighthouse Point, Town of Hillsboro Beach, and Pompano Beach. While people have different theories on wearing masks, a vast majority of experts say wearing a mask has helped curb the numbers.

Upcoming Holiday/Increased Speeding – Mayor Ganz encouraged everyone to stay safe. He said there are a lot of issues with speeding and though steps were taken to curb speeding, it was in response to tragedies that occurred on Hillsboro Boulevard. Mayor Ganz also advised that since there are less people on the road, there is more speeding. He asked that speeding be addressed especially during the holiday weekend.

Junior Angler's Day – Mayor Ganz reminded everyone about the event on Saturday, September 12th from 8 am at the pier; COVID restrictions are in place.

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to adjourn the meeting at 9:01 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Meeting Minutes City Commission

Monday, September 14, 2020

7:00 PM

Virtual Meeting

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., via virtual meeting technology.

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

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Hudak.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – August 17, 2020

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes – July 22, 2020

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

September 14, 2020

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve the agenda as amended, omitting Item #1. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION

- 1. Certificates of Appreciation presented to FishAngler and Pelagic for their sponsorship and volunteer assistance at the 2020 Jr. Angler's Day Event.**

Due to inclement weather, the event was postponed.

BUDGET & MILLAGE PUBLIC HEARINGS

- 2. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE MILLAGE RATE TO BE LEVIED BY THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; STATING THE PERCENTAGE CHANGE BY WHICH THE MILLAGE RATE EXCEEDS THE ROLLED-BACK RATE AS COMPUTED PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read in its entirety.

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

Commissioner Drosky applauded staff for completing the budget especially due to these unprecedented times and continued changes to revenue projections. Also, he said in discussion with other Broward County elected officials, Deerfield Beach is one of the most diligent and transparent cities around as there is a lot included in the agenda. Further, the budget is constantly discussed as well as interactive meetings with the City Manager; Commissioner Drosky also commented on the budget workshops held to discuss the budget.

David Santucci, City Manager, thanked Commissioner Drosky for his comments as staff does its best to ensure a transparent budget process. Furthermore, if the proposed millage rate for Fiscal Year 2021 is adopted, it remains unchanged even with significant revenue losses in non-ad valorem revenue streams.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #2, adopted Ordinance 2020/020. Roll Call:

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

Nays: 0

- 3. ORDINANCE 2020/021 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2020; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

BUDGET & MILLAGE PUBLIC HEARINGS – CONTINUED

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item #3, adopted Ordinance 2020/021. Roll Call:

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

Nays: 0

4. ORDINANCE 2020/022 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE BUDGET FOR THE DEERFIELD BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; PROVIDING FOR FUNDING THROUGH TAX INCREMENT FINANCING AS PROVIDED FOR IN PART III, CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item #4, adopted Ordinance 2020/022. Roll Call:

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

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS

5. P.H. 2020-082: APPLICATION NO. 20-P-226

Applicant: **Bethesda Christian Center, Inc., represented by Pulice Land Surveyors, Inc.**

Proposal: Request to replat a 3.0095-acre site to be restricted to 24,000 square feet of place of worship and one single-family dwelling unit, and to be known as the "Bethesda Christian Center" Plat.

Location: The property is generally described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES, more particularly described in the file, and located at **641 NE 40th St.**

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

Eric Power, Director of Planning & Development Services, outlined the application. He advised that the property will have to be rezoned and a site plan application will be provided at a later date. Staff has met with the applicant on their redevelopment plans, whereas, there should not be any issues moving forward. Platting with the County takes longer than the City's process for rezoning and site plan; thus, the application is being presented now so the applicant can move forward with the County. In the next couple of months, the item should be presented to the Commission for a site plan.

There was no additional discussion.

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item #5, adopted Resolution 2020/117. Roll Call:

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

Nays: 0

6. P.H. 2020-083: APPLICATION NO. 18-PID-2Z

Applicant: **Richard & Rice Construction CO., INC., represented by Dunay, Miskel & Backman**

Proposal: Major site plan application seeking approval to construct an 8,779 square foot office/warehouse building on approximately .9711 acres in the Newport Center PID.

Location: The property is described as NEWPORT CENTER 115-13 B LOT 57 more particularly described in the file and is located at **1219 W Newport Center Drive**.

Christina Bilenki, Dunay, Miskel & Backman, waived the quasi-judicial procedures; thereafter, she outlined the background of Richard & Rice Construction Company and presented a PowerPoint presentation on the project.

Project Location – Ms. Bilenki said the proposed project is located within Newport Center, south of SW 10th Street and west of I-95. This is the last vacant parcel in the Center and is currently a wooded parcel.

Existing Site Conditions – Ms. Bilenki said the property is essentially used for parking right now. The applicant recently purchased this property and submitted the site plan application to construct their headquarters with corresponding office space for approximately 15 to 20 employees.

Site Plan – Ms. Bilenki outlined the site plan being proposed; an 8,779 square-foot building with mostly offices and a small storage component for tools and office products. She advised that the heavier construction equipment is stored in another location. Parking is adequate and the application complies with all the land development regulations as well as adequate circulation for emergency vehicles and trucks entering the property.

Elevations – Ms. Bilenki provided renderings of the west, south, east and north elevations which were unanimously approved by the Community Appearance Board approximately one (1) year ago.

Landscape Area – Ms. Bilenki said about 40% of the land will be green space and pervious area which is substantial in an industrial district. The applicant has taken an extra step and secured stormwater drainage permit approval with Broward County.

Landscape Plan – Ms. Bilenki provided a rendering of the landscape. The site plan complies with the City Code, no variances are requested and all staff comments have been resolved. Thereafter, Ms. Bilenki entertained questions of the City Commission.

Samantha Gillyard, City Clerk, outlined the campaign contributions made within the last four (4) years to sitting commissioners: Mayor Bill Ganz – January 2017 (\$1,000); Vice Mayor Parness – January 2017 (\$1,000) & August 2020 (\$1,000); Commissioner Todd Drosky – January 2017 (\$1,000); all from the law firm of Dunay, Miskel & Backman.

Commissioner Drosky said he met with Scott Backman who reviewed the application with him; therefore, he supports the application.

In response to Commissioner Preston's question, Ms. Bilenki replied that there will be approximately 15 to 20 employees at the building. Most of the employees will be existing, as the company currently rents office space elsewhere in the City and the employees will be relocated upon completion of the new building.

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

QUASI-JUDICIAL PUBLIC HEARINGS – CONTINUED

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item #6, adopted Resolution 2020/118. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Faye Bailey, 3228 W State Road 426, Oviedo, said she is seeking a release of a reverter on a property that she and her husband purchased back in 2002/2003 and during that time, they were in the process of building a school. Unfortunately, her husband became ill and subsequently passed. Since his passing, the project was on hold, although it had been approved by the City; nevertheless, she continued to pay the taxes on the property. Ms. Bailey said she was unable to develop the property since there was no support from the City. Now, a developer wishes to build on the property, but it is being held up due to the reverter. She asked that there be compassion for her keeping the property and paying taxes for many years.

Paul Webb, 2736 NE 10th Street, Pompano Beach, said he is the realtor that represents Ms. Bailey; thereafter, he commented on her desire to develop the property. Further, the clause in the deed indicates that the City provided three (3) years to develop or it reverts back to the City which was 13 years ago. They are trying to close on the property as there is a developer who wishes to purchase it. Mr. Webb advised that the land is small and was left over after the Dixie Highway widening and was given to Deerfield Beach. If the City takes the property back, there is nothing that can be built there. He asked that the Commission help Ms. Bailey, as the property is worthless to the City. Further, he explained that Ms. Bailey owns the four (4) adjacent lots and those are half the block; the portion that the City can take back is directly on Dixie Highway without a road cut. The value comes from it being joined to the other lots.

Mayor Ganz asked if the parcel is imperative for development.

Mr. Webb replied yes, the developer needs it for the entire site.

David Santucci, City Manager, said this is the first he is hearing of this and will have to take a closer look to determine what is happening and get back with the Commission.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

Items 11 and 17 were pulled for discussion.

Mayor Ganz opened the public hearing on items 7 – 10 and 12 - 16; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Items 7-10 and 12-16 of the Consent Agenda. Roll Call:

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

Nays: 0

- 7. Resolution 2020/119 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the CARES Act Contract #JCA20-06-2021 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in the amount of \$38,202.26; authorizing execution of the Agreement; providing an effective date. (Fiscal Impact: Increased funding)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

8. **Resolution 2020/120 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Deerfield Beach Family Empowerment, Inc. for administration of Community Development Programs; providing for execution; and providing for an effective date.**
9. **Resolution 2020/121 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the filing of the Local Government Funding Request for Fiscal Year 2021/2022 with the Florida Department of Environmental Protection for projects to mitigate beach erosion in Deerfield Beach; supporting projects for which funding is requested; confirming the City's ability to serve as a local sponsor; confirming the City's ability to fund the appropriate local share of projects; identifying City's funding source; providing an effective date.**
10. **Resolution 2020/122 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #20-36-IG for fire assessment fee consulting services to Government Services Group, Inc.; authorizing execution of an agreement with Government Services Group, Inc. for an initial three year term in an annual amount not to exceed \$23,350; providing for severability and an effective date. (*Funds from Account #001-06-0600-513-3223 - Other Contractual Services*)**
11. **ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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.

There was no discussion amongst the Commission.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item #11 on first reading.
Voice Vote:

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

Nays: 0

12. **Resolution 2020/123 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #20-42-JW for Wastewater Lift Station 25 to Southern Underground Industries, Inc.; authorizing execution of an agreement with Southern Underground Industries, Inc. in an amount not to exceed \$412,000; providing for severability and an effective date. (*Funds from Account #413-5000-536-60-31 - Improvement other than Buildings*)**
13. **Resolution 2020/124 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #20-49-JW for East Water Treatment Improvement Phase II to Demcon Group, LLC; authorizing execution of an agreement with Demcon Group, LLC in an amount not to exceed \$529,718; providing for severability and an effective date. (*Funds from Account #413-5000-536-60-31 - Improvement other than Buildings*)**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

- 14. Resolution 2020/125 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with the Broward Sheriff's Office for Police Services to provide for a six month extension of the existing term; providing for execution and an effective date.**
- 15. Resolution 2020/126 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Agreement with the Broward Sheriff's Office for fire rescue and emergency medical services to provide for a six month extension of the existing term; providing for execution and effective date.**
- 16. Resolution 2020/127 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with the Town of Hillsboro Beach for fire and emergency medical services; authorizing the City Manager to execute the Interlocal Agreement; providing for severability and an effective date.**
- 17. Resolution 2020/128 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an Interlocal Agreement with Broward County for Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding; authorizing the Mayor and City Manager to execute the Interlocal Agreement; providing for severability and an effective date.**

The Resolution was read by title only.

Commissioner Drosky said he wants everyone to understand the importance of the agreement; thereafter, he provided a brief history of how this funding came to fruition. Commissioner Drosky outlined the counties who met the 500,000 population threshold as many did not share the funding with municipalities. Dade County provided a small amount, but in Broward County, the Broward League of Cities implemented a task force to lobby the County Commission. Broward County received \$340 million from the Federal Government as its CARES Act allotment and through the task force, the County set aside \$102 million to share. Commissioner Drosky thanked the other members of the task force for working toward this allocation. Additionally, the City's allotment is approximately \$4 million and is a monumental achievement. He again thanked the Elected Officials throughout Broward County for making such an effort in this matter.

David Santucci, City Manager, advised that the draft agreement is substantially in its final form, but there may be additional tweaks over the next few days. Mr. Santucci said that the \$4.2 million allocated to the City is not money in the coffers, but is the total reimbursable allocation the City may receive. There are categories that the City can be reimbursed and if funding is needed for one category over another, that is allowed. He reiterated that the funds will not go into the City's coffers, but are for expenses related to COVID, expenses incurred during the timeframe of March 1st through December 10th and were not previously budgeted in fiscal year 2021. Staff will do whatever possible to ensure all COVID related expenses are reimbursed which include things like public safety payroll expenses, PPE expenses, additional cleanings in public facilities, and costs associated with food distribution sites. It is clear in the agreement and Federal Government legislation that the funds cannot be used to make up revenue deficits.

Commissioner Hudak echoed his appreciation to Commissioner Drosky and all the other task force members. He commented on how Commissioner Drosky has made relationships and brought Deerfield Beach to the forefront, along with other commissioners. He said the residents do not see the amount of hours elected officials put in to develop relationships and make sure the City is well represented at all levels. Commissioner Hudak continued to outlined various contributions commissioners have made to the city.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. He also thanked Commissioner Drosky for his hard work and representing the City.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS – CONTINUED

MOTION was made by Vice Mayor Parness, seconded by Commissioner Drosky, to approve Item #17, adopted Resolution 2020/128. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS**18. Presentation by Sustainable Management providing update on Siemens project progress.**

Chad Grecsek, Director of Sustainable Management, provided a brief history on the approval of the contract with Siemens to make a variety of performance measure enhancements to various facilities. Staff and Siemens representatives are available for questions after the presentation.

Presentation Overview – Hillary Silverstone, Sustainability Coordinator, outlined the details of the presentation; project highlights, timeline, improvement measure status, current savings and next steps.

Progress Highlights – Ms. Silverstone provided a brief video highlighting achievements to date. She then advised that most of the improvement measure installations have been completed with only a few outstanding items. Currently, the projects are on budget and there have been material cost reductions, as well as unexpected costs which have been absorbed or covered by Siemens. Also, there have been some delays in the projects, Siemens will not be charging any additional general management costs.

Project Timeline – Ms. Silverstone outlined the process, starting with procurement in 2017 and ending with an expected completion of October 2020.

Project Progress – Ms. Silverstone provided a bar graph illustrating the percentage completion of various projects.

In-Progress Facility Improvement Measures – Ms. Silverstone advised that controls/building automation project and A/C installations have been delayed, but will be completed within the next month or so. She said the controls project has been completed in all except one (1) building; only three (3) A/C units are remaining and will be installed over the next couple of weeks.

Delayed Facility Improvement Measures – Ms. Silverstone said two (2) projects that are significantly delayed are the solar project and CNG fueling station, due to the pandemic, utility coordination with TECO and FP&L, weather, and permitting. Targeted completion on the solar array at fire station 102 is November 2020 and the filling station, December 2020.

Impacts of COVID-19 – Ms. Silverstone outlined impacts due to COVID-19; stop work order to Siemens when pandemic first declared which lasted about one (1) month; limited staff availability for the City and Siemens; state travel restrictions due to workers not being able to travel into Florida; and equipment availability. Continuing, Ms. Silverstone advised that staff tried to mitigate the impacts of the pandemic by allowing outdoor work, work in unoccupied buildings and others. Siemens also declared a force majeure which means any delay related costs either party incurs would be absorbed. For the City, that would include any staff project management time, and for Siemens, any project management costs. As work continues, there is an impact on employees, area access, air conditioning, etc. which are fairly limited. On the bright side, the City has accrued additional construction savings on top of the savings guarantee.

Project Electricity Savings To-Date – Ms. Silverstone provided a table outlining the total usage and cost of electricity from October through August of each fiscal year for the facilities impacted by the Siemens project. In comparing this year to last year, there has been a drop of approximately \$120,000 from electricity only. The chart does not take into account any capital, water or operational savings from the project during the construction phase. Furthermore, the trend for electricity costs was demonstrated on a line graph from the beginning of installation. Also, the dip in May is partially due to the rate discount from FP&L due to COVID and a decrease in fuel costs.

DEPARTMENTAL BUSINESS – CONTINUED

Next Steps – Ms. Silverstone said staff is hopeful that construction will be completed in December 2020 as well as the Siemens performance verification required for the savings guarantee; the guarantee period will begin in January 2021 barring any unforeseen circumstances, then continuing forward there will be a measurement and verification process for 17 years through the guarantee period. Thereafter, she entertained questions by the Commission.

Commissioner Hudak asked if the FP&L rate drop was a one-month discount as it went up the following month.

Ms. Silverstone replied yes. Typically, FP&L will stretch their fuel cost reductions over a period of a year, but because of the hardships, they decided to apply all in one (1) month.

Commissioner Preston asked about the setbacks and whether staff is satisfied with the project's progress.

Ms. Silverstone replied that there have been some setbacks, but have been mitigated. Ultimately, staff has been satisfied with the process and is ready to see the full benefits of the project.

Mr. Grecsek applauded the project and Siemens for their stellar work.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he thanked staff for the accomplishment as the benefits are already seen.

19. Resolution 2020/129 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City Commission regular meeting schedule for FY 2020/2021; 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.

There was a brief discussion regarding the fiscal year 2021 meeting schedule; whereby, the November meeting will be held on November 10th.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item #19 as amended, adopted Resolution 2020/129. Voice Vote:

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

Nays: 0

20. Resolution 2020/130 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the amended parks and recreation schedule of fees and charges; providing for an effective date.

The Resolution was read by title only.

David Santucci, City Manager, said staff has analyzed the fees and rate structures for parks and recreation which was initiated by discussions during the budget workshops regarding increasing pier entry fees for non-residents to \$2. Additionally, the rate structures have been compared to other cities and analyzing performance since the last rate change. In some cases, the City is slightly off with supply and demand. During the presentation, the Commission will see adjustments that benefit the residents and city. One change on the rate schedule includes limited pier rental as requested by the Commission.

Amended Parks and Recreation Fee Schedule – Cassi Warren, Assistant Director of Parks & Recreation, provided a PowerPoint outlining the amended fee schedule.

DEPARTMENTAL BUSINESS – CONTINUED

Purpose – Ms. Waren outlined the purpose of the proposed resolution and highlighted changes to be discussed in detail: International Fishing Pier Fees; special event application fees; Showmobile fees; athletic fields and others.

International Fishing Pier – Ms. Waren outlined the changes to the fee schedule: daily sightseers' rate increase for non-residents from \$1 to \$2. While there are annual, six-month and monthly sightseer rates, there is a problem with the badge system so these rates should be updated by November when a new system is implemented. Nevertheless, staff recommended reducing the annual sightseer fee from \$200 to \$75 for residents as Pompano Beach has an annual pass for their residents which is lower than Deerfield Beach. Also, the new schedule proposes elimination of both the six-month and monthly rate plan for residents, but keep for non-residents.

Special Event Application Fees – Ms. Waren said staff receives many applications, but most are received too late; thus, they are rushed for approvals. To combat this, the fee for residents from \$100 to \$75 if the application is submitted 30 to 59 days prior to an event; less than 30 days, reduced from \$150 to \$100. Additionally, if the application is received 8 to 14 days before the event, a new fee of \$125 is being proposed. If the application is received 1 to 7 days before the event, the proposed fee is \$150. Non-resident rates remain unchanged; a small non-profit fee is proposed to encourage timely receipt of an application.

Showmobile Rental Fees – Ms. Waren outlined the proposed fee reduction for non-profit from \$500/day to \$250/day. The Showmobile is only rented three (3) to four (4) times annually for events and are typically from non-profits who traditionally request a fee waiver.

Trolley Rental – Ms. Waren advised that this schedule will be removed as the City no longer has the trolley.

Special Event Equipment Rental – Ms. Waren provided a list of equipment owned by the City that applicants request to use. The proposed fee is based on a comparison of what rental facilities charge. Portable bleacher rentals have been added since they are often requested, as well as an equipment refundable deposit fee to cover any damages that have occurred. Moreover, the fees for the bleachers are normally requested as a fee waiver which is why an established rental fee is needed to provide a monetary amount to the Commission.

Facility Rentals – Oveta McKeithen Recreational Complex – Ms. Waren outlined changes for the Complex; reduced rental rate from \$250 to \$200 (residents) and \$500 to \$400 (non-residents). This was the most expensive community center and Hillsboro Community Center was priced at \$200 and \$400. The non-profit rate remains the same at \$25/hour; however, they are now allowed to rent on weekends, which was previously not done. She also advised that the resident and non-resident rate is a four-hour block. Also added is a weekday meeting/training rental per hour line item for the complex. It existed at Hillsboro and Highlands, but not Constitution Park or Oveta; whereby, all community centers will have the same options. The weekday HOA is new and for residents only at \$20/hour. Lastly, the use of the medium and small pavilions for the day are being utilized by the community residents; therefore, the proposed resident fee would be reduced to \$0. The non-resident would remain the same at \$200 and non-profit remains complimentary. Nevertheless, a facility rental waiver is required for all users.

Facility Rentals – Constitution Park – Ms. Waren outlined proposed changes: weekend rentals decreased for both residents (\$200) and non-residents (\$400). When the rates were increased, there was a reduction in use, whereas, this will hopefully spur use. New rates include weekday meeting/training rentals (\$25/hour – residents and \$50/hour – non-residents) and weekday HOA (resident only \$20/hour). The small pavilion has not been used often and only had three (3) uses in the fiscal year which is likely due to the Arboretum having shaded areas around the park not requiring rentals. The proposed fee for the small pavilion is \$75/residents, \$150/non-residents and \$75/non-profit. Lastly, the Arboretum is used a lot for weddings; however, it was realized that when the fee for beach weddings increased from \$300 to \$600 for non-residents in 2017, there was a marked decrease in those rentals. Therefore, staff is proposing that both beach and Arboretum weddings be decreased from \$600 to \$450.

Facility Rentals – West Deerfield Community Center – Ms. Waren outlined proposed changes: weekend rental reduction for residents (\$150) and non-residents (\$300). The community centers have been tiered based on highest and lowest use; whereas, this center is not fully renovated and functioning for the community and is therefore the lowest rental.

DEPARTMENTAL BUSINESS – CONTINUED

Facility Rentals – Highlands Community Center – Ms. Waren outlined proposed changes: weekend rental will remain the same for residents (\$200) and non-residents (\$400). She also advised of the change to all centers for \$25/hour on weekends and weekdays. The HOA rental is resident only (\$20/hour) and the small pavilion at Highlands is much like Oveta McKeithen, whereby, it is primarily used by the community and no fee will be charged, but still must be reserved.

Facility Rentals – Hillsboro Community Center – Ms. Waren advised that this center is the most used and therefore, a price increase is recommended for residents (\$250) and non-residents (\$500); staff is recommending that non-profit pay the resident rate with the four-hour block. An increase to the hourly rate for weekday meeting/training rental is recommended for residents (\$50) and non-residents (\$75). She said a large number of businesses use Hillsboro for this specific purpose and the DoubleTree, which is close by Hillsboro, charges much more. The only change to the weekday HOA rate is that it would be a resident only offering.

Facility Rentals – Johnnie McKeithen Park – Ms. Waren said both pavilions are used quite frequently, but the rentals are not always on the books; therefore, staff and the rangers will monitor usage. Notwithstanding, a rate reduction is being proposed for the day to encourage use.

Facility Rentals – Sullivan Park – Ms. Waren said this park currently allows complimentary use on a first come, first serve or reservation. Staff is recommending a charge for the pavilion on a 4-hour basis: residents (\$150) and non-residents (\$300) and no non-profit rate is available. Most pavilions are rented for the entire day; however, due to popularity, the 4-hour block will allow service to many individuals. Ms. Waren advised that last year, there were 104 resident rentals, which would equate to \$15,500, and 123 non-resident rentals, \$36,900, if these rates had been implemented. Staff is also recommending that the deposit for this location be \$250 across the board due to extensive use and the amenities.

Facility Rentals – Pioneer Park – Ms. Waren said this park is a lower rental location and therefore a rate reduction for the small pavilion is recommended for both residents (\$75) and non-residents (\$150).

Facility Rentals – Beach Weddings – Ms. Waren said when the non-resident fee was increased in 2017, it went from \$300 to \$600 and use decreased. Therefore, staff recommends a decrease for non-residents (\$450) and resident rate will remain the same (\$300).

Facility Rentals – Observation Deck – Ms. Waren advised that for consistency, a security deposit be increased to \$250 for both residents and non-residents.

Facility Rentals – Kirk Cottrell Pavilion – Ms. Waren said this would be a new item. Once construction is complete, staff believes it will be a sought after pavilion; therefore, rental rates are proposed for residents (\$250) and non-residents (\$500). It is beachfront property, so it is being treated like the observation deck and 4-hour block is also being recommended due to the likelihood of popularity. Lastly, a security deposit of \$250 is proposed.

Facility Rentals – International Fishing Pier – Ms. Waren said she reached out to the Wyndham staff for their perspective on pricing as they have performed a number of weddings on the beach. She also analyzed the loss of revenue, staffing fees, janitorial costs and other miscellaneous costs resulting in a proposed fee of \$10,000. The pier revenue loss from 6 a.m. to 11 p.m. is approximately \$3,000; for staff needed, approximately \$1,000; janitorial for restrooms to be cleaned throughout the day, approximately \$500 and a \$500 miscellaneous fee for the unknown. The total is about \$5,000 in loss revenue and staffing costs. The security deposit would be one-quarter of the rental amount at \$2500. Ms. Waren asked that the Commission decide on usage.

Facility Rentals – Security Deposits – Ms. Waren recommended an increase from \$150 to \$250 across the board which is based on damages previously incurred at facilities, but hopes this will cause renters to better care for the facility for a refund.

Athletic Fields (reserved play) – Ms. Waren said the 2-hour window for all fields is being eliminated and changed to an hourly pay fee. The new rates are as follows: multipurpose field which can be used for football, soccer and lacrosse – 1 hour no lights for residents (\$25) and non-residents (\$35); 1 hour with lights \$40 and \$50 respectively.

DEPARTMENTAL BUSINESS – CONTINUED

Athletic Fields – Field Lining (reserved play) – Ms. Waren said staff is recommending a reduction for baseball and softball fields to be consistent with what other cities in Broward are charging.

Athletic Fields – Sand Volleyball (reserved play) – Ms. Waren said for volleyball tournaments or similar, a decrease for both residents (\$10) and non-residents (\$15) is recommended.

Ms. Waren entertained questions from the Commission.

Commissioner Hudak commented on the sightseer program and the charge for special event applications based on the time frame of submission. He also recommended \$7500 for resident pier weddings instead of \$10,000.

Commissioner Drosky asked for clarification on the HOA rate.

Ms. Waren replied that there is an HOA fee for each community center, which is the same across the board

Commissioner Drosky expressed concern as it has been at least a year or more that his HOAs have waited to use the West Deerfield Community Center to conduct meetings. If they are going to be charged, many have not budgeted the expense; therefore, he recommended a grace period so that the HOAs are aware. Additionally, he agreed with the \$10,000 fee for the pier weddings. Also, he said he does not believe the pier should be used more than monthly for pier weddings.

Commissioner Preston suggested getting the trolley back and incorporating it into a theme for the City. Furthermore, he commented on the fishing pier being an attraction but also used to fish; whereas, extensive use for other activities will take away recreation time for others.

Mr. Santucci said the trolley has not been operational for quite some time and the change in fee reflects that. In terms of the fishing pier rental, he suggested quarterly or six (6) times annually for pier weddings. He advised that renting the pier is a tremendous opportunity, but staff initially wanted to limit pier rental which is a full day event.

Vice Mayor Parness spoke in support of the pier wedding fee. He commented on the City's need for revenue, a reduction in fees and the financial constraints people are facing because of the pandemic.

Commissioner Hudak agreed with limiting the number of times the pier is rented, as it should not be rented for consecutive months, but spaced out; four (4) to six (6) times annually should be the max and residents should have a discount. Commissioner Hudak proposed starting with four (4) as the optimal wedding months are April through September and doubts there will be many weddings during the other months.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Mayor Ganz said Patriot's Day was held on 9/11 and the City has a policy that waives the fee for service members and veterans to use the pier; therefore, he suggested that first responders be included on Patriot's Day. Mayor Ganz also asked that HOA rental fees be removed from all facilities. Additional recommendations included: reduction of the Sullivan Park resident rate from \$150 to \$100; quarterly use of pier for weddings at \$10,000/resident and \$12,500/non-resident; and possible reintroduction of the trolley.

Commissioner Hudak recommended the residential rate for all first responders and veterans, if it can be proven, regardless of residency for pier visits.

Vice Mayor Parness recommended tabling and adding the suggestions outlined.

Anthony Soroka, City Attorney, advised that the Commission can add the changes as long as they are clear for the record.

Mayor Ganz and Commissioner Hudak reiterated their recommendations.

Commissioner Preston recommended a reduced resident rate for pier weddings.

DEPARTMENTAL BUSINESS – CONTINUED

Mr. Santucci advised that the non-resident rate increase to \$2 on the pier was factored in for revenues this year; therefore, he asked if the first responder and veterans rate is for Patriot's Day or at all times.

Commissioner Hudak replied all times. Additionally, he advised that \$10,000 is the right amount for resident pier rentals as it will only be rented four (4) times annually. He also supported \$12,500 for non-residents.

Commissioner Preston suggested \$9,000 for residents.

There was a brief discussion regarding the rates and fees.

MOTION was made by Commissioner Hudak, seconded by Commissioner Preston, to approve Item #20 as amended, allowing quarterly pier wedding rentals for residents (\$9,000) and non-residents (\$12,500); waiver of HOA rental fees, Sullivan Park resident rate \$100 for pavilions; first responders and veterans receive resident sightseeing fee of \$1; adopted Resolution 2020/130. Roll Call:

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

Nays: 0

21. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #20-34-PC for Design-Build Construction for Center for Active Aging (Rebid); authorizing the City Manager to commence contract negotiations with Seawood Builders, LLC, the top ranked firm; providing for severability and an effective date.

The Resolution was read by title only.

David Santucci, City Manager, said the proposed resolution authorizes award and negotiations with the first ranked firm for the design-build construction for the Center for Active Aging to Seawood Builders, LLC. This is a re-bid and the first time in the process, the bids were rejected and the City Commission directed staff to resolicit. He explained that the first bid was a two-step process, RFQ and RFP; this time it was only an RFP process. The difference is because the design-build criteria package was fully completed and rather than wait and hold up the procurement process, staff moved forward with the request for qualifications first. When an RFP is solicited, there are many unknowns, bidders, the number of bidders, etc.; nevertheless, three (3) qualified firms submitted. Once the prequalification was done and came before the City Commission with the recommendation to move all three (3) forward with the request for proposal process, which speaks more toward the proposer's ability to complete the project as well as the cost factor. The request for qualification process looks more toward the qualifications and experience of the firm, its principals and those assigned to the work.

Continuing, Mr. Santucci said after the RFP process, the Commission rejected the bids. Now staff has the complete design criteria package and the process used for this particular solicitation was the RFP; therefore, staff had to look at the criteria used both through the RFQ and RFP process. After review, a lot was merged together and consolidated into the evaluation criteria which is included in the RFP tonight. Some of the criteria ranking were amended because it is no longer a two-step process; having a one-step process caused staff to even out or place more emphasis on the experience and qualification factors which were not as important during the RFP process of the first solicitation. He further explained that when the prequalification first went through, there was an assumption that questions were worked out and in the RFP price is the focus. Having merged those processes together is the reason for a slight modification to the evaluation criteria on the proposal.

Mr. Santucci said recently brought to the City's attention and after the evaluation committee had concluded, the first ranked proposer has had an issue with the County that is being reviewed and resolved. He said this information came out the same day this agenda was released publicly. Since staff was not privy to this information, it should be considered during discussions.

Mayor Ganz opened the public hearing.

DEPARTMENTAL BUSINESS – CONTINUED

Samantha Gillyard, City Clerk, outlined the following individuals (e-mail submitted) in opposition to awarding the contract to the first ranked firm, Seawood Builders, LLC:

Wolfgang Fischer

Tracy Fischer

Micki Fertic

Carl Johnson

Sara Moran

Ann Sico

Katrina Robison, 1017 SE 5th Street, Deerfield Beach

John Grassi, 1001 SE 12th Terrace, Deerfield Beach, provided an e-mail that listed several objections to reasons the contract should not be awarded to Seawood Builders, conflict of interest with the Chamber of Commerce and Mayor Bill Ganz. Mr. Grassi also provided commentary on the change of criteria for the evaluation committee as well as Seawood Builders being \$1.5 million more for the same facility. Lastly, Mr. Grassi advised that if the contract is awarded to Seawood Builders, he will proceed to the Attorney General for a full investigation on corruption.

Bill Spruce, Seawood Builders General Counsel, Deerfield Beach, provided an e-mail advising of their knowledge of those seeking to denigrate the City Commission, Mayor and Seawood Builders. The claim filed by Broward County naming Catalfumo Construction dba Seawood Builders regarding repairs at the Edgar Mills Center which was completed in 2010 has been portrayed by the same group of people that Seawood Builders is somehow incompetent and the claim is more of an issue than it is really is. Mr. Spruce provided a brief history on the Edgar Mills Center which was constructed and completed on October 8, 2010. There have not been any complaints of the facility's construction in 10 years; nevertheless, he opined that the County had the facility reviewed in advance of the statute end date which is 10 years from completed construction. Seawood Builders has been in constant communication with the County and conducted an onsite field meeting on September 8, 2020 with the County, shell contractor. In closing, Seawood Builders still maintains an excellent relationship with Broward County Construction Management Division and some of the individuals involved when the facility was first built are still involved today.

Dan Herz, 330 SE 19th Avenue, Deerfield Beach, provided an e-mail outlining his opposition to awarding the contract to Seawood Builders; whereas, awarding the contract to another bidder will result in a savings of more than \$1 million. The evaluation process is a mystery to most citizens and depends on the City Commission to ask questions of the committee; thereafter, questions regarding the bid were provided to the Commission. Mr. Herz expressed concern as to why the evaluation criteria changed to downplay the guaranteed maximum price, especially when saving taxpayer dollars was the reason the Commission rejected negotiations with West Construction or DiPompeo during the first bid process. Additionally, he commented on the Edgar Mills Center and the problem with Broward County. He opined that the City Commission has the discretion to go against the evaluation committee's recommendations and if Seawood is chosen, the citizens are owed an explanation.

Glenn Sullivan, 2377 Deer Creek Trail, Deerfield Beach, provided an e-mail outlining the first bid process, whereby, Commissioner Preston suggested negotiation with the second and third bidders. Subsequently, all bids were rejected by the Commission due to cost. West Construction was the third ranked bidder and was less than \$40,000 higher than Seawood. Even though there may have been a 100 point difference in ranking, City staff found all three (3) bidders capable of the work. Mr. Sullivan further commented on how the point system changed and the lecturing about cost has evaporated. The weight for cost was reduced by 25%, but the City Manager will rightfully state that since there were new bidders, the bids had to include additional design criteria. However, the new criteria lowering the importance for cost, included highly redundant and irrelevant inquiries. Mr. Sullivan advised that the City has already paid a contractor to develop over 80% of the design and asked if the final 20% or less deserve reducing the importance of cost. He continued to outline the changes in criteria; thereafter, comments regarding the Edgar Mills Center were read.

Rod Feiner, Coker & Feiner, 1404 S. Andrews Avenue, Fort Lauderdale, said he represents Shiff Construction who are partners and part of the design build for Synalovski, Romanik & Saye. Mr. Feiner asked that the contract be awarded to Synalovski, Romanik & Saye because of the process and amount of deference in the ranking criteria in the original RFP and the subsequent. If the original criteria was used, then Synalovski would have been the winning RFP responder. Once the criteria was amended the first time, if that criteria were used they would have been awarded

DEPARTMENTAL BUSINESS – CONTINUED

the contract. Instead, after the RFP was issued, the City issued a second amendment even further clarifying that the price was not to be such a knee jerk consideration and diluting the effect of price on the overall RFP process. As such, it caused Shiff and Synalovski to become #2. The Synalovski proposal was \$1.1 million less than Seawood. Additionally, he referred back to the April meeting, wherein, the City Commission outlined the importance of the finances.

In response to Mayor Ganz's question, Mr. Feiner replied that Synalovski did not bid the first time. Continuing, he commented on the criteria used by the evaluation committee and the differences in points. He said there was an abnormality with one reviewer who ranked Seawood at 110, then every other person who submitted a response in the 70s, 50s and 30s, whereby, the scores were about 40 points lower. This is not reflected in the other four (4) reviewers' criteria which is important because if that outlier is taken out, and the existing criteria issued, Synalovski ends up being ranked number one. Mr. Feiner also pointed out that Shiff Construction and Development were called in by the County to shore up the first floor of the parking garage because it was in danger of eminent collapse. He reiterated a pricing difference of \$1.1 million and an outlier of one member on the evaluation committee. Lastly, he asked that City Commission award the contract to Synalovski.

Betty Masi, 1617 SE 6th Street, Deerfield Beach, said she is a partner and CFO at Seawood Builders and said the conversation regarding the Edgar Mills project is inaccurate. There was a conversation with the County today and the repairs will be about \$30,000 to \$50,000, but are not emergency repairs nor hazardous. She advised that the shoring was not required, as engineers are on record documenting this and the County has agreed to move forward with minor repairs on a 10-year old building. She stated that the building has faced two (2) hurricanes, and there have been no complaints made in the 10 years on quality. Thereafter, Ms. Masi provided a brief history on her business and commented on individuals who have sought to besmirch her and her family as well as paint a picture of favoritism with Mayor Ganz. As such, she will assess the filing of a defamation lawsuit against the perpetrators. Ms. Masi commented on the process and an oversight during the first bid. The Commission chose to start over and during the second round, 10 companies bid; whereby, Seawood was ranked first again. Furthermore, Ms. Masi advised that the second bid had different criteria and price was no longer the main factor, which she listed. In closing, Ms. Masi asked that the Commission accept the evaluation committee's recommendation to award the contract to Seawood Builders based on a fair and transparent process.

Natalie Palma, 556 SE 15th Avenue, Deerfield Beach, provided a chat due to technical difficulties, whereby, she opposed awarding the bid to Seawood Builders.

Mayor Ganz closed the public hearing.

Commissioner Preston commented on the process the first time and though the Commission did not accept his recommendation to consider the second and third bidders, the pricing difference of \$500,000 was unaffordable. Now, there is a difference of \$1.5 million. He said after it went back to staff, after the top three (3), oral presentations should have been made to the City Commission but it did not. He said staff did not have the new information when the ranking was done; therefore, he suggested going back to staff and starting the process again.

Vice Mayor Parness provided a brief history of his professional background as a bid broker and explained how bids were handled in New York. Furthermore, the evaluation committee ranks the firm's ability to perform the service, on time and within budget. Vice Mayor Parness advised that the evaluation committee is an individual group who decided that Seawood should be awarded the contract. Thereafter, he continued to explain how contracts were awarded in New York during his career. Additionally, Vice Mayor Parness said the original bid was thrown out due to a technicality; however, it was without intent as Seawood Builders reported one (1) of the contributions, but left out a second. Thus, he still supports Seawood Builders.

Mr. Santucci provided three (3) options the City Commission may consider in the decision making process: 1) award as recommended by evaluation committee; 2) send the bids back to the evaluation committee for further consideration; or 3) if the City Commission wanted to do their own evaluation, they could with a 4/5 vote and therefore becomes the evaluation committee, subject to all proposals and processes. The Commission would have to read through all the proposals, technical proposals, complete evaluation sheets independently and go back as the Commission for the final exercise.

DEPARTMENTAL BUSINESS – CONTINUED

Continuing, Mr. Santucci said he believes it would be acceptable for the firms to present to the Commission, but since that it is not a valid option, he suggested sending the process back to the evaluation committee to allow them to hear oral presentations of the top three (3) firms.

Commissioner Preston said he believes the top three (3) firms should have provided an oral presentation to the Commission for the original solicitation.

Mr. Santucci said that is not a valid option as the City's Code does not allow such. If the oral presentations were conducted, they would be public meetings.

Anthony Soroka, City Attorney, said there is a fourth option and that is to object all responses for a stated reason. Both the code and solicitation for this item contemplates presentations before the evaluation committee and the Commission has the ability to ask questions of the firms should they attend a City Commission meeting prior to a motion being made.

Mayor Ganz asked Mr. Soroka to outline the options that were available to the Commission during the first solicitation.

Mr. Soroka outlined the options previously listed by him and Mr. Santucci. Additionally, while many cities allow the option in their code to re-rank at the commission meeting, Deerfield Beach does not. Based on Deerfield Beach code, it is suggested to go back to the evaluation committee or the Commission could re-rank as the evaluation committee.

Commissioner Drosky said that is not included in the Code because it removes the politics from awarding a contract. Additionally, he said having sat on one of these committees, it is long and laborious and the material is voluminous. Commissioner Drosky said attacking the evaluation committee is very unfair as they are city employees and are only evaluating the material. As a city commissioner, he has to do what he believes is right and judge the situation fairly for all stakeholders. Further, he expressed concern that the information from the County regarding Chapter 558 was not provided beforehand. Although the committee was unable to evaluate the letter, he believes it weighs heavily on the decision the Commission is about to make. He also said it was a mistake of the evaluation committee to turn down oral presentations and thinks the list of candidates be shortlisted to three (3) companies and have them provide presentations to the ranking committee. Also, he suggested that all three (3) firms disclose their litigation history to include filed lawsuits and legal disputes with any entity. This will give the committee full information to make a decision.

Commissioner Hudak concurred with Commissioner Drosky. Also, he said he listened to the committee's minutes and said the individuals are qualified for the job. Moreover, there was one (1) member that recommended oral presentations which was rejected; he believes that was a mistake. Commissioner Hudak said with the information from the County, it warrants a review of the information, with only the top three (3) firms, Seawood Builders, Synalovski, Romanik & Saye, and Golf, providing an oral presentation. The points are close, but the dollar amount difference is over \$1 million and the Commission said in April that cost is important. If Seawood is selected as the top firm, the Commission must be able to justify to the voting members spending an additional \$1 million. He advised that Seawood Builders did contribute \$1,000 to his campaign and he was also part of the Chamber of Commerce. Commissioner Hudak reiterated his desire to allow oral presentations of the top three (3) firms to the evaluation committee and have them make a final decision as the Commission should not be an evaluation committee. Lastly, City staff are experts in the area; whereby, the Commission has to rely and trust their judgement and integrity.

Mayor Ganz closed the public hearing. Thereafter, he responded to various comments made by the public regarding impropriety and pay back. He also commented on price not being a consideration by the public in the initial selection and reflected on what happened in April; whereby, the Commission did not have the option to negotiate with the second or third ranked firm. All the bids were thrown out and the solicitation restarted. Mayor Ganz outlined the number of firms bidding the project from the first round, three (3), but had a separation among the top two; however, with the prices being so far off, it was in the best interest to start again.

Continuing, Mayor Ganz said having the City Commission sit as the evaluation committee would be the worse decision as it would be easy to say there is impropriety. He agreed with Commissioner Drosky that it is not fair to say that one (1) person did not know what he/she was doing. Mayor Ganz said he does not want to reject the bids as he does not see things changing that much, but believes it is prudent to send it back to the evaluation committee as there are

DEPARTMENTAL BUSINESS – CONTINUED

concerns that the committee should review and consider. Lastly, oral presentations should be allowed and a decision should not be made tonight.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to send the bid back to the evaluation committee to allow for oral presentations by the top three (3) shortlisted firms and additional legal vetting of the firms. Roll Call:

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

Nays: 0

22. Resolution 2020/132 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until October 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, advised that after the agenda was published, the Governor issued a further extension for the State's state of emergency till November 4th.

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

There was a brief discussion regarding the ability to extend the local state of emergency; whereby, the City only has the option to extend for 30 days.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston to approve Item 22, adopted Resolution 2020/132. Voice Vote:

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

Nays: 0

23. Resolution 2020/133 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with CALE America, Inc. for parking revenue collection services; waiving the City's competitive selection requirements to authorize the City to enter into an Agreement with CALE America, Inc. for parking revenue collection services for a three-year term with two one-year renewals in an annual amount not to exceed \$46,248.00; providing for an effective date. (Funds from Account #001-3008-545-3106 - Service to Maintenance Equipment & Account #001-3008-545-3412 - Web Hosting)

The Resolution was read by title only.

David Santucci, City Manager, outlined Item 23; it is a new contract with an existing service provider, CALE America, Inc. It was competitively bid previously and the contract is due to expire in January. Staff has negotiated a new contract, as no additional renewals are available. He spoke in favor of the contract for various reasons: CALE has been a good partner with the City on its parking revenue system; for the term of the current contract, costs were negotiated to reduce prices in the new term; CALE represents a significant cost savings to the City by not going with a new vendor as there would be infrastructure and software costs; and there is familiarity with the system by the end users and staff.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Mayor Ganz said with the equipment, it should have been figured that the City would have a longstanding relationship with CALE.

DEPARTMENTAL BUSINESS – CONTINUED

Commissioner Hudak expressed concern that if CALE ever decides to increase their price, the City would not have a choice as the market may be limited. He also asked what type of company CALE is, their solvency and ability to service the City's needs.

Mr. Santucci said CALE is a worldwide company with parking systems throughout. The City does own the meters and if a different system were selected, the City would have to purchase new meters at a cost of \$7,500 to \$10,000 each. There would also be costs associated with implementing new software; whereas, those costs are avoided by remaining with CALE. Additionally, he reiterated that the relationship with them has been very good and if it were not, staff would have gone out for bid. Further, CALE provides excellent customer service and the system has been working well. Therefore, he recommended moving forward with another contract.

Harvey Figueroa, Parking Supervisor, said CALE stepped up and for the next five (5) years, Deerfield Beach will save \$98,700 which is about \$20,000 yearly. There are other manufacturers, but the cost to implement and replace is approximately \$400,000. Thereafter, Mr. Figueroa outlined the benefits to working with CALE and the ease of use with the equipment.

Commissioner Preston said Commissioner Hudak has legitimate concerns. Although the City has a good working relationship with CALE, the Commission should keep an awareness of how things are going and whether there is a monopoly.

In response to Mayor Ganz's question, Anthony Soroka, City Attorney, replied that there is a 60-day notice to terminate for convenience.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness to approve Item 23, adopted Resolution 2020/133. Roll Call:

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

Nays: 0

24. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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.

There was no discussion amongst the Commission.

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

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

Nays: 0

25. ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE

DEPARTMENTAL BUSINESS – CONTINUED**BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, 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.

There was no discussion amongst the Commission.

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

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

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL

CITY ATTORNEY – No Report.

CITY MANAGER

CARES Act Funding – David Santucci, City Manager, advised that the City will receive a second round of CDBG Cares funding in the amount of \$580,000. Those funds will likely be used for the similar assistance programs as the first round; consideration will be forthcoming.

COVID-19 Phase 2 – Mr. Santucci advised that the Governor is allowing Miami-Dade and Broward counties to enter into phase 2; however, Broward County has not changed any of the regulations at this point. Though he believes that could change in the coming weeks, there is no definitive knowledge at this time.

CITY COMMISSION BUSINESS**26. Resolution 2020/134 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, urging and requesting the United States Congress to continue to fund the Federal portion of Unemployment Assistance Programs; providing conflicts and for an effective date.**

The Resolution was read by title only.

Commissioner Hudak said individuals on unemployment receive \$275 weekly from the State; whereby, a family of four (4) makes too much money for food stamp assistance which is not practical. He said it is vital that the federal government needs to step up and continue to supplement Florida's unemployment rate. There are not a lot of opportunities making the proposed resolution important in helping individuals get the help they need.

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

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item #26, adopted Resolution 2020/134. Voice Vote:

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

Nays: 0

COMMENTS BY MAYOR AND CITY COMMISSIONERS**COMMISSIONER HUDAK****DISTRICT 1**

Kindness Rock – Commissioner Hudak thanked various individuals for their assistance with the kindness rock project through the kindness window at the CRA building. He explained that selfies can be posted, as Monday, September 21st is the National Day of Peace. Also, a kindness rock garden was created and he encouraged everyone to participate.

September 11th Terrorist Attacks – Commissioner Hudak commented on the terrorist attacks that occurred in 2001 which was the deadliest attack, killing 2,977 civilians in the United States of America. Commissioner Hudak provided a brief history of how his father who was a retired firefighter participated in the recovery effort. Since the attacks, over 110 firefighters have reportedly died from 9/11 exposure and deaths continue. Those exposures of the World Trade Center dust were likely to cause other complications. Commissioner Hudak asked that there be continued prayer for those who have lost loved ones in the attacks. Lastly, Commissioner Hudak commented on the Country uniting and respecting people with different opinions which should be shared in a peaceful manner.

COMMISSIONER PRESTON**DISTRICT 2**

Injustice – Commissioner Preston said when George Floyd died, it brought an awareness to the Country and while many people prompted praying, there is also another side. He said two (2) police officers were ambushed while doing their job; they were shot in the line of duty. He said there should be just as much disgust as it was with George Floyd as the intention was murder. Commissioner Preston said injustice is injustice and it must be seen as such from all angles. He asked for prayer for the police officers and families just as in any other situation.

Employee Morale – Commissioner Preston asked that a survey be done for both administrative and general employees as he was asked what methods the City Manager had used to increase morale. Since that is unknown, an anonymous survey would be helpful in helping the City Manager deal effectively with morale.

VICE MAYOR PARNES**DISTRICT 3**

Century Village Turn Lane – Vice Mayor Parnes said there is a lot more traffic on Military Trail and Century Village needs a right turn lane from SW 10th Street on Military Trail. Plans have been created and presented to the County; however, it has to be approved by the State. Vice Mayor Parnes asked that the Commission support him in sending a letter of support for the turn lane; whereas, there will not be any cost to the City.

David Santucci, City Manager, advised that the portion on Military Trail from SW 10th Street is an FDOT right-of-way and reiterated the conditions as outlined by Vice Mayor Parnes.

The Commission spoke in support of the turn lane.

COVID-19 Cases – Vice Mayor Parnes said today, there are 2,050 cases in the City. The cases have slowed since a few weeks ago from 20 to 30 daily compared with 50 to 70 daily; nevertheless, he urged people to wear masks.

COMMISSIONER DROSKY**DISTRICT 4**

Hurricane Sally – Commissioner Drosky advised that Sally has increased to a category 2 storm with over 100 mile per hour winds, storm surges from 6 to 11 feet are expected for the impacted areas as well as 10 to 20 inches of rain. The storm does not move very much from Tuesday through Friday; thus, there will be huge impacts on the gulf coasts of Alabama, Louisiana, Mississippi and Florida.

Office Hours – Commissioner Drosky said he will hold Saturday office hours on October 3rd; for those interested in appointments, contact him or the City Manager's Office.

Newsletter – Commissioner Drosky said every week he sends out information for his district and last week, he announced that Florida Atlantic University is conducting a study of the Powerline Road and Hillsboro Boulevard intersection at no cost to the City. The FAU Urban Master's Program is preparing a study on the northwest area of

COMMENTS BY MAYOR AND CITY COMMISSIONERS – CONTINUED

the City, specifically surrounding the areas mentioned. He outlined the criteria included in the study: resident and business owner comments related to traffic, commercial uses, housing needs, parks and infrastructure. Florida Atlantic University would like stakeholders in the area to attend a web based town hall meeting to offer feedback on October 5th at 7:00 p.m. For registration, please contact web.planning@dfb.city to register.

International Day of Peace – Commissioner Drosky thanked Commissioner Hudak for recognizing the day of peace scheduled for September 21st. The department is trying to set up an opportunity for the Commission to participate; more details are yet to come. He asked that all the Commissioners attend if possible.

Phase 2 – Commissioner Drosky said many business owners have questions regarding phase 2 as nothing has been done in Broward County. He said more cooperation and coordination is needed in the County; whereas, many businesses are asking for clarification as to what phase 2 will entail. Also, buffet restaurants in District 4 are asking for the model of how their restaurants are affected. Further, some businesses are willing to give written plans to the County on how they will operate under COVID safely.

Broward County – Commissioner Drosky thanked the County for sharing the CARES funding with other cities at 30% which was a good step with the cities working cooperatively with the County. There is another issue on the horizon as the County has decided to place a charter amendment on the November ballot, which allows them to exempt themselves from surtax dollar projects and how those projects are developed. He explained that if there is County owned land in Deerfield Beach, they could exempt themselves from the City's land development regulations; another grab for Home Rule. The Broward League of Cities is gearing up on an informational campaign which cities should support as it provides greater information for educating the residents.

Mayor Ganz agreed with Commissioner Drosky as the City has worked hard to implement measures for notifying residents and all the procedures are meant to protect the residents. While he understands what the County is trying to accomplish, it is the wrong way and hopes that the general public will see it that way.

MAYOR BILL GANZ

Fiscal Year 2021 Budget – Mayor Ganz said these are unprecedented times and have gotten this far with delivering a budget that maintains the status quo for taxes is a huge accomplishment. He said he is very proud of staff and the employees, as well as the sacrifices everyone has made.

City Reserves – Mayor Ganz commented on reducing the reserves when it was not necessary and with only \$7 to \$8 million in the reserves. If funds were used back then, the City would not have the ability to reach into the rainy day account to sustain the City during the pandemic.

Property Values/Taxes – Mayor Ganz commented on an increase of taxes being due to increased property values. Also, Deerfield Beach is far behind the rest of the County on home valuations and is happy values are increasing which is an overall benefit to the City.

Speeding – Mayor Ganz said he saw someone on a motorcycle doing a wheelie heading west on Hillsboro Boulevard. There have been complaints and the speeding traffic is due to there not being many people on the streets; it is out of control and it needs to be addressed. BSO Law Enforcement are addressing it, but it must be quickly addressed as it is a dangerous situation. Mayor Ganz said he does not want another person to die because people were out of control.

Lastly, Mayor Ganz thanked staff for their service tonight and patience during these times.

ADJOURNMENT

There was no further business to discuss.

**MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to adjourn the meeting at 10:50 p.m.
Voice Vote:**

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Special Meeting Minutes City Commission

Monday, September 14, 2020

7:00 PM

Virtual Meeting

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Vice Mayor Bernie Parness at 6:01 p.m., via electronic meeting technology.

Present: 4 – Commissioner Todd Drosky
Commissioner Michael Hudak
Commissioner Ben Preston
Vice Mayor Bernie Parness

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

Absent: 1 – Mayor Bill Ganz

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Commissioner Hudak.

APPROVAL OF CITY COMMISSION AGENDA

September 14, 2020

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

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

Nays: 0

DEPARTMENTAL BUSINESS

- 1. Resolution 2020/080 - A Resolution of the City of Deerfield Beach, Florida, relating to the provision of fire rescue services, facilities and programs in the City of Deerfield Beach, Florida; reimposing fire rescue assessments against assessed property located within the City of Deerfield Beach for the fiscal year beginning October 1, 2020; approving the rate of assessment; approving the assessment roll; and providing an effective date.**

The Resolution was read by title only.

DEPARTMENTAL BUSINESS - CONTINUED

Vice Mayor Parness 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 Hudak, seconded by Commissioner Drosky, to approve Item #1, adopted Resolution 2020/080. Roll Call:

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

Nays: 0

2. Resolution 2020/084 - A Resolution of the City of Deerfield Beach, Florida, relating to the collection of Nuisance Abatement Services Assessments; adopting findings of fact; approving the rate of assessment for each affected property; adopting the Assessment Roll; providing for notice and providing an effective date.

The Resolution was read by title only.

Eric Power, Director of Planning & Development Services, provided a brief overview of the nuisance abatement process; whereas, the violators are given ample opportunity to make corrections. Furthermore, he advised that the individuals being fined are not first-time offenders. Lastly, Mr. Power said the nuisance abatement amount is the cost of the contractual services, which is recouped through this process.

Vice Mayor Parness opened the public hearing.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, spoke in support of the resolution as it encourages people to abide by city ordinances.

Vice Mayor Parness closed the public hearing.

Commissioner Drosky spoke in support of the resolution and provided a brief history of how people have tried to usurp the code, advising they were not properly noticed. He said code enforcement keeps record of the notices and the number of times violators are contacted.

MOTION was made by Commissioner Drosky, seconded by Commissioner Hudak, to approve Item #2, adopted Resolution 2020/084. Roll Call:

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

Nays: 0

ADJOURNMENT

There was no further business to discuss.

MOTION was made by Commissioner Preston, seconded by Commissioner Hudak, to adjourn the meeting at 6:13 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
August 6, 2020
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 7:03 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

Present: Thomas Plaut, Chair
Brian Bennett, Vice Chair
Michelle Balaun
Bridget Beckford
Kanthiah Easwara Chandran (Alternate)

Also Present: Stephen Graham, Assistant Director of Planning & Development Services
Anthony Soroka, City Attorney
Heather Montemayor, Assistant City Clerk

Absent: Gail Davis, Alternate
John Gibilaro (Alternate)

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

Stephen Graham, Assistant Director of Planning & Development Services, advised that the meeting is also being held virtually via Zoom, so if there is public participation he will advise. Thereafter, he introduced Michelle Balaun, who is the new District 4 regular member.

Ms. Balaun provided a brief overview of her background.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to approve the minutes of February 6, 2020. The motion CARRIED by unanimous vote.

OLD BUSINESS

None.

NEW BUSINESS

P.H. 2020-068: APPLICATION 20-P-226

Applicant: **BETHESDA CHRISTIAN CENTER, INC REPRESENTED BY PULICE LAND SURVEYORS, INC**

Proposal: Request to replat a 3.0095-acre site to be restricted to 24,000 square feet of place of worship and one single-family dwelling unit, and to be known as the “Bethesda Christian Center” Plat.

Location: This property is generally described as PLAT OF SEC'S 13,24,25&26,T48 R42 S & E 1-8 PB,TRANSCRIBED AS 1-26 B POR TR 22 DESC AS BEG 840 E OF NW COR TR 22,E 295,S 295.33,W 295,N 295.33,TOG/W TALLMAN PINES; more particularly described in the file, and located at **641 NE 40th Street.**

SUMMARY BACKGROUND/EXPLANATION

The applicant, Bethesda Christian Center, Inc., has submitted an application requesting approval to replat a 3.0095-acre site to be known as the “Bethesda Christian Center” Plat, located at 641 Northeast 40th Street. The proposed plat includes a restrictive note to limit development to “24,000 square feet of Place of Worship (20,250 square feet of new and 3,750 square feet of existing) and One Single-Family Dwelling Unit”. The proposed plat also includes 1,662 square feet of right-of-way dedication.

The approval of this plat is part of the required building approval process. Per Broward County platting requirements, no local government may grant an application for a building permit for the construction of a principal building on a parcel of land unless a plat, including the parcel for the permit, has been approved by the Broward County Commission and recorded in the public records. The County requires approval from the City as part of their approval process for the plat.

The property is located in the I-1c (Institutional and Educational) and RS-4c (One-Family Detached Dwelling) zoning districts under the Broward County Land Development Code and is approximately 3.0095 net acres. The applicant has submitted a Rezoning Application (20-R-193) to rezone the property to a City CF (Community Facilities) zoning district and a Major Site Plan Application (20-CF-41) to construct a 17,084 square foot expansion of the existing church. Both applications are currently in review by staff and will be heard at a future meeting.

The City’s approval of this replat is subject to Broward County’s final approval, which may include additional right-of-way dedication.

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

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. He explained that in order to facilitate the proposed extension, the applicant is required to replat the property, which is a lengthy process. If approved by the Board, the application will go before the City Commission and then onto the County for consideration. Currently, the applicant has two (2) other applications with the City: 1) an application to rezone the property from the county zoning designation to a city community facilities designation and 2)

a site plan application to expand the church. He explained that both of those applications are forthcoming; however, the applicant wanted to start this process as soon as possible. Thereafter, he introduced Elizabeth Tsouroukdissian, representing the applicant.

Chair Plaut recognized Richard Rosenzweig, former District 3 Commissioner.

Ms. Tsouroukdissian said the property is three (3) acres and the applicant is requesting to extend the church and keep one (1) single-family unit for the Pastor's residence. The applications for the rezoning and site plan are forthcoming.

In response to Mr. Chandran's questions, Mr. Graham replied that plats come with restrictions on the amount of development that can occur. In order to allow for the level of intensity, this application must go through the replatting process. He further outlined the existing land use as shown in the staff report. However, the future land use plan designation is residential low, which is the designation for the surrounding area; therefore, the place of worship remains a permitted use. Mr. Graham clarified that there is no change in the future land use designation; whereas, the information outlined is for informational purposes only.

Continuing, Mr. Graham said more than half the City still retains the old county zoning designation; therefore, when larger developments are brought in, staff requests that applicants rezone from the County designation to an appropriate city zoning designation, so properties can operate under the City's code.

In response to Mr. Chandran's question, Ms. Tsouroukdissian replied that the applicant was required to submit a survey, along with the plat. The survey outlines the existing structures and the site plan outlines the proposed structures.

Mr. Graham stated that the survey will be shown as part of the site plan application; whereas, this application is only for the plat, since it is the legal instrument that forms the legal description of the property. He said if there are any discrepancies with the survey, they will be addressed with the site plan application.

In response to Mr. Chandran's question, Ms. Tsouroukdissian replied that the building on the NW corner will be demolished and the existing church building will be expanded; the single-family home will remain as is.

Chair Plaut opened the public hearing; however, there was none to speak.

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 Ms. Balaun and seconded by Mr. Chandran to approve P.H. 2020-068: Application 20-P-226 as submitted. The motion CARRIED by unanimous vote.

P.H. 2020-069: APPLICATION 18-PID-2Z

Applicant: **RICHARD & RICE CONSTRUCTION CO., INC., REPRESENTED BY MATTHEW SCOTT/ DUNAY, MISKEL & BACKMAN**

Proposal: Major site plan application to construct an 8,779 sq. ft. office/warehouse building.

Location: The property is generally described as NEWPORT CENTER 115-13 B LOT 57, more particularly described in the file, and located at **1219 W Newport Center Dr.**

SUMMARY BACKGROUND/EXPLANATION

Major site plan application to construct an 8,779 square foot office/warehouse building.

This application is for the last vacant lot in the Newport Center Planned Industrial District, on which the applicant is proposing to construct an 8,779 square foot office/warehouse building. The site is located approximately midway between SW 10 St. and NW 54 St., along the western border of the industrial park, at the end of a cul-de sac.

The site includes the storm water retention from the adjacent site at 1215 W Newport Center Dr. The Environmental Services department has determined that the appropriate engineering requirements to accommodate the storm water retention for both lots have been satisfied with the proposed development.

The Newport Center plat was originally restricted to the construction of 1,290,000 square feet of office/industrial use. The plat was amended in 1989 to allow for a hotel, not to exceed 91,600 square feet, and the allowable industrial/office space was reduced to 1,198,400 square feet. Based on City of Deerfield Beach and Broward County records, the Newport Center plat contains, 1,134,483 square feet of office/warehouse development and 91, 596 square feet of hotel development, thus leaving a remaining 63,917 square feet available for additional office/warehouse development. The 8,779 square foot building is within the allowable range.

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

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. Thereafter, he displayed an aerial view of the site location. He explained that this application is for the last vacant structure due to restrictions on the amount of development that can occur; however, the addition of this building is allowable. Currently, the site is vacant, so it does accommodate invasive species and has also been serving as a storm water retention area for the adjacent developments. The applicant has worked with the County and city staff to ensure the drainage can be properly managed. He said the application was approved by the Community Appearance Board on November 14, 2018 and has been ongoing to ensure that all drainage issues were adhered too. Lastly, Mr. Graham continued to display photographs of the property, as well as the site plan.

Matthew Scott, 14 SE 4th Street, Boca Raton, representing the applicant, provided a brief background of the purchase of the property. He said the application consists of a 9,000 square foot building on a lot that is a little less than an acre, in a Planned Industrial Complex. Thereafter, photographs of the current and proposed site were displayed. Mr. Scott said there are

train tracks on the west side of the structure, which creates a natural buffer to any potential impacts to residential areas. The property will be utilized as office space for the general contractors and the storage areas will be used for storing tools, not heavy materials. He said the application adheres to all code requirements, and no variances are being requested. Thereafter, he displayed the colors and materials that were approved by the Community Appearance Board.

Continuing, Mr. Scott said this was originally one (1) lot shared with the property to the east, so the drainage area served both properties; however, the original owner sold the properties separately and the owner who purchased the eastern portion decided to keep the retention as is. Furthermore, city staff normally reviews these type situations on a conceptual engineering level, but due to shared drainage, staff decided to take a more conservative approach to ensure it passed all drainage requirements. Thus, the applicant went through an additional step and obtained the South Florida Water Management permit prior to getting site plan approval.

In response to Mr. Chandran's question, Mr. Graham replied that there is currently two (2) hotels within the area; however, should a developer want to build a new hotel, an existing building would need to be demolished.

In response to Mr. Chandran's question, Mr. Scott replied that the facility will not be utilized for tool rentals, but as office space for contractors to conduct their business operations.

In response to board member questions, Mr. Scott replied that the building will house 10-15 employees and the applicant will not be leasing out any space.

Chair Plaut opened the public hearing; however, there was none to speak.

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. 2020-069: Application 18-PID-2Z as submitted. The motion CARRIED by unanimous vote.

P.H. 2020-070: 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 public notice requirements for development permits.

Stephen Graham, Assistant Director of Planning & Development Services, requested that this item be deferred to a later date.

Motion was made by Vice Chair Bennett and seconded by Ms. Beckford to defer P.H. 2020-070: Proposed Land Development Code Amendment to a later date. The motion CARRIED by unanimous vote.

STAFF REPORT

Stephen Graham, Assistant Director of Planning & Development Services, stated that Mr. Towers resigned, so there is a regular and alternate member vacancy for District 3. Further, he stated that the September 3rd meeting has been rescheduled to September 10th and will continue in the same format with Zoom being a second option for public participation.

CHAIRMAN'S REPORT

Chair Plaut asked that everyone continue to stay safe in these trying times.

MEMBERS' REPORTS

Mr. Chandran commented on the current restrictions and revised work schedules for the Planning & Development Services staff due to COVID-19 and asked how it is impacting the applications being brought before this Board.

Mr. Graham replied that the entire city has been open during the pandemic; however, schedules have slightly changed with employees having staggered shifts and telecommuting. Furthermore, work has not stopped or slowed down, as there is a high level of work throughout the entire department, which is encouraging. Mr. Graham said staff is constantly looking at different ways to adapt to the current circumstances as we all become accustomed to this new normal.

ADJOURNMENT

Motion was made by Vice Chair Bennett and seconded by Mr. Chandran to adjourn the meeting at 7:49 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board



City of Deerfield Beach Municipal Firefighters Pension Fund

*Meetings located at Fire Station #102, 1441 FAU Research Park Blvd,
Deerfield Beach, Florida 33441*

Minutes of the meeting held June 8th, 2020

Trustees:

Robert Weech, Chairman – Present
Jonathan Campbell, Trustee - Present
Stephen Hill, Trustee - Present
Bruce Young – Trustee – Present

Trustees Not Present:

Dan Frazer

Also in Attendance:

Burgess Chambers, Burgess Chambers & Associates
Doug Falcon – FHA-TPA Benefit Administrators, Inc.
Richelle Levy, Rice Pugatch Robinson Storfer & Cohen, PLLC., Fund Counsel
Chad Little, Freiman Little Actuaries
Yolanda Shea – FHA-TPA Benefit Administrators, Inc.
Kyle Van Buskirk – Member
Jason Greenhouse – Kayne Anderson Rudnick Investment Manager
Jason Jarjosa – Bloomfield Capital
Michael Lucci – Bloomfield Capital

The meeting was called to order by the Chairman at 9:00 A.M.

MINUTES

The Chairman asked if anyone had any questions regarding the minutes of the meeting held March 9th, 2020 there being no questions,

A motion made by Trustee Young seconded by Trustee Hill to approve the minutes of the meeting held March 9th, 2020, motion passed unanimously.

ADMINISTRATOR

The Chairman asked if anyone had any questions regarding the City of Deerfield Beach Firefighters Pension Fund Disbursements Ratifications for the period of 3/7/2020 through 6/4/2020 in the amount of \$161,276.79 there being no questions,

A motion made by Trustee Hill seconded by Trustee Young to ratify the City of Deerfield Beach Firefighters Pension Fund Disbursements for the period of 3/7/2020 through 6/4/2020 in the amount of \$161,276.79 motion passed unanimously.

TRUSTEE COMMENTS

Trustee Hill wished all to be safe and looking forward to having the next meeting in person.

ACTUARY

Mr. Little advised the Board that they have moved forward working with the new mortality table on other pension accounts and have seen a small reduction in cost. He believes the Board is not required to adopt the mortality table yet; however, he feels the Board should adopt it with the next valuation. He said adopting the new mortality table will require additional work on his end, and will address that in the future.

This concluded the actuaries report.

INVESTMENT

Mr. Chambers presented the Deerfield Beach Municipal Firefighters Pension Trust Fund Investment Performance Period Ending March 31st, 2020, and discussed the portfolio results through May 2020. He pointed out that the months of April and May were very favorable, and it helped the negative consequences from the 1st quarter due to the pandemic. He also pointed out that rebalancing at the end of March helped the portfolio's bottom line. He is happy to report that this is one of the best quarterly reports he has presented. Mr. Chambers noted that the pension plan received another recovery payment from the Madoff case.

Mr. Falcon commended Mr. Chambers for taking the action of rebalancing in March as it proved to be a positive move for the plan.

He reported that the Parametric Defensive Fund was behind its 50/50 benchmark for the one year. He feels this fund is not producing, and he is recommending termination. Mr. Chambers reported that the investment policy has an 8% target for this product. He suggested changing the investment policy, eliminating this category, and spreading 8% evenly in the Domestic Large Cap Growth and Value. He suggested splitting the 8% evenly between the two managers, Eaton Vance large-cap growth and Ziegler's Lotsoff large-cap value. These two managers have demonstrated long-term positive results and a lower risk approach.

Mr. Chambers reported that he would amend the investment policy to reflect those changes.

The Board accepted the investment consultant's recommendation and made the following motions:

A motion made by Trustee Young seconded by Trustee Hill to accept the investment consultant's recommendation to terminate Parametric as stated above, motion passed unanimously.

A motion made by Trustee Hill seconded by Trustee Young to direct the investment consultant to amend the investment policy, eliminating 8% target allocation to Defensive Equity and then split the 8% evenly between the Large Cap value and growth motion passed unanimously.

A motion made by Trustee Hill seconded by Trustee Young to authorize the Chairman to sign the redistribution letter addressing the topics stated above motion passed unanimously.

Kayne Anderson Rudnick Investment Management – Jordan Greenhouse

Mr. Greenhouse thanked the Board for allowing him to present results to date. He reported that as of last week, the portfolio is up year-to-date despite the COVID 19 situation.

He presented Deerfield Beach Municipal Firefighters Pension Trust Fund Mid Cap Care Portfolio First Quarter 2020 Review. He briefly discussed aspects of the presentation. He emphasized they are focused on unleveraged well-capitalized companies with the expectation that if times were challenging, these companies continue to execute.

He reported that no changes were made to the portfolio due to COVID; instead, they made minor adjustments. No one knows what to expect for the next quarter due to so many businesses closing, unemployment, and other factors. They feel good in terms of the portfolio's position and continue to discuss with management the best way to move forward.

The Chairman asked which two stocks they bought. Mr. Greenhouse responded they recently purchased Allegion; this company specializes in locks. It had an attractive price; the other component we think relates to individuals working from home, their security lock system is attractive.

The other stock they purchased was HEICO Corporation; it is a successful and growing technology-driven aerospace, industrial, defense, and electronics company headquartered in Hollywood, Florida with well-capitalized balance sheet. The FAA had very stringent requirements for aviation repair, and HEICO can compete with the OEM as an economic alternative.

Bloomfield Capital – Jason Jorjosa and Michael Lucci

Mr. Jorjosa thanked the Board for allowing them to present today. The Board asked Mr. Jorjosa to update the Board as to where the portfolio is to date due to the pandemic. Mr. Jorjosa said the environment is one they have predicted or prepared for a long time. They believe the market environment is going to improve in the future. They expect that their opportunities will grow over the next three years. Ultimately their experience has been over time is you are the lender. You can make the best risk adjustments returns in times like these.

OLD BUSINESS

None

PUBLIC FORUM

Mr. Van Buskirk thanked Mr. Little for sending the information he said he would send. He also commended the Board for doing such a good job overseeing the pension plan as fiduciaries. He further asked the Board to consider having these types of meetings via teleconference or telephonic even when the meetings are held in person for those who cannot attend. The Chairman thanked him for attending the meetings and asked Ms. Levy what her thoughts were regarding Mr. Buskirk's question.

ATTORNEY'S REPORT

Ms. Levy advised the Board that as of the last meeting, in March, the Governor issued an executive order which arose from the local governments concerned about their ability to meet. The statutes that govern this Board govern all public meetings, so many of these executive orders are given to City and County commission, so this Board falls under that umbrella. The law requires a quorum to be present in person. However, everyone is under a shelter in place, and the Governor adjusted the executive order to accommodate meetings via electronic teleconferencing. However, these meetings had to be held with specific requirements such as sending and posting meeting notices and allowing the public to access the meeting just as if the meeting is held in person. The first executive order was due to expire in early May, and the Governor issued an extension to June 30. This means that after June 30th if the executive order is not extended the Board is required to hold the meeting in

person. This means that if a trustee cannot attend, under normal circumstances, the Trustee can attend via telephone provided there is a physical quorum.

The Chairman asked Ms. Levy if possible for those of the public who cannot attend the meetings in person can the Board facilitate the meeting via web conference or telephonic. Ms. Levy advised the Board that she does not think it is a Board requirement to allow for the public to attend virtual if the meeting is in person however due to issues of safe distancing, she will look into it further and report back.

NEW BUSINESS

None

OTHER BUSINESS & COMMUNICATIONS

The Chairman thanked all for their attendance and efforts in putting the meeting together during these trying times due to the pandemic.

ADJOURN

The next meeting is **on September 14th, 2020, at 8:00 A.M.**

A motion made by Trustee Hill seconded by Trustee Young and unanimously passed to adjourn the meeting at 10:09 A.M.

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, August 17, 2020
(Held Through the Use of Communications Media Technology)

MEMBERS PRESENT:

Chairman John H. “Jack” Holland
Vice Chair Laurence Gore
Commissioner Tyler Chappell
Commissioner Scott Loesel
Commissioner Hank Sarkis
Commissioner Mohamed “Mo” Tarifi
Commissioner Randy Strauss

OTHERS PRESENT:

David N. Tolces, Weiss Serota Helfman Cole &
Bierman, P.L.
Assistant Captain Alexander Cuevas
Giancarlo Zuniga, Truist Bank Representative
Lori Smith-Lalla, Weiss Serota Helfman Cole &
Bierman, P.L.
Andres Perez, Director, Coastal Systems International, Inc.
Megan Reising, Senior Environmental/Permitting Project
Manager, Coastal Systems International, Inc.
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Holland at 7:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the July 20, 2020 Regular Meeting Minutes was made by Vice Chair Gore and seconded by Commissioner Sarkis. Commissioner Tarifi identified a typo on page 3 under Commissioner Comments, second line (“he” instead of “in”). The Motion to approve the minutes, as amended, was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner Strauss for approval of all outstanding bills in the amount of \$38,784.71. The bills were reviewed and discussed in detail. The motion was approved unanimously. (7-0)

APPROVAL OF CURRENT MONTH’S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner Sarkis to approve current month’s expenses of approximately \$30,000.00. The motion was approved unanimously. (7-0)

DREDGE LOG: Assistant Captain Cuevas presented the Inlet depth chart, which depicted five (5’) feet controlling depth seaward and ten (10’) feet controlling depth shoreward. There were eight (8) hours of dredging time, resulting in 3,600 yd³ of sand bypassed south to Pompano Beach.

INLET STATUS REPORT: Assistant Captain Cuevas updated the Board as to the status of the Inlet. Pompano Beach is in in good condition and healthy. The Coast Guard Beach is doing okay. Weather permitting, the crew will pump sand to it.

Assistant Captain Cuevas advised the Board that one of the workboats is still at the marina for final touches this week. The crew is making arrangements to bring the workboat back to the yard next week, weather permitting. The crew completed the hydraulic system upgrade on the dredge and purchased brackets to fabricate to support the hoses and the crew also upgraded the lighting to bright LED's for visual to perform better inspections. The crew inspected the elbow barge and are repairing pins.

Attorney Tolces advised the Board that Commissioner Bryan's father passed away and Captain Draughon's mother passed away. Motion was made by Commissioner Loesel and seconded by Commissioner Sarkis to donate One Hundred Dollars (\$100.00) to Trustbridge Health Hospice on behalf of Commissioner Bryan's father, Filippo Anthony Barone. The motion was approved unanimously. (7-0)

The Board discussed sending flowers to former Captain Woodworth R. Draughon, Jr. and Captain Woodworth R. Draughon, III on the passing of former Captain Draughon's wife and Captain Draughon III's mother, Griselda Draughon.

NEW BUSINESS:

RESOLUTION AUTHORIZING LINE OF CREDIT WITH TRUIST BANK FROMERLY KNOWN AS BRANCH BANKING AND TRUST COMPANY (BB&T): For the record, Attorney Tolces read Resolution No. 2020-02 authorizing the Chair and/or Vice Chair to execute any and all documents necessary to obtain a Line of Credit not to exceed \$500,000.00 on behalf of the District from Truist Bank for the purpose of providing necessary funding for the District's projects and District operations. Attorney Tolces introduced Lori Smith-Lalla who is a Partner at Weiss Serota Helfman Cole & Bierman, P.L. Ms. Smith-Lalla's expertise is in public finance and she drafted all of the documents and worked with Giancarlo Zuniga and their legal counsel to get this item before the Board tonight. Motion was made by Vice-Chair Gore and seconded by Commissioner Loesel to approve Resolution 2020-02. The motion was approved unanimously. (7-0)

OLD BUSINESS:

PROPOSAL FROM COASTAL SYSTEMS INTERNATIONAL, INC. FOR CORAL TRANSPLANTATION MONITORING AND MODIFICATION OF COUNTY PERMIT: Attorney Tolces discussed the proposal from Coastal Systems International, Inc. ("CSI") regarding the Coral Transplantation Monitoring and Modification of County Permit for the Reconstruction of the South Jetty. Attorney Tolces advised that the total cost for monitoring for years 2 and 3 is \$22,400.00, and the cost for the Broward County permit modification is \$4,000.00. Commissioner Sarkis inquired as to why Broward County is different with their requirements. Meagan Reising of CSI stated the reasons why Broward is different with their requirements is because CSI submitted the post one month and post one year survivability reports. The reports indicated that

there were some stressers impacting the corals, and as a result, Broward County wants to see at least one more year of monitoring. Linda Sutherland, with the Broward County Environmental Protection Division stated to CSI that there was tissue loss on two (2) corals and wants it to be a successful transplantation. If the second year is successful, then the District might not have to do a third year. Ms. Reising advised that June of 2021 will be the next monitoring report.

Motion was made by Commissioner Chappell and seconded by Commissioner Loesel to approve the CSI proposal in the amount of Fifteen Thousand Two Hundred Dollars (\$15,200.00) for the second year monitoring report and the Broward County permit modification. The motion passed 6-1 (Commissioner Sarkis voted no.)

PROPOSED MILLAGE RATE FOR 2020-21 FISCAL YEAR: Attorney Tolces advised the Board of the September meeting dates for the first budget/millage meeting and the final budget/millage and regular meeting via zoom.

COMMISSIONER COMMENTS:

Commissioner Chappell apologized for missing last month's meeting and stated that he agrees with the Commissioner Sarkis' comments regarding our consultant, CSI, and the costs and the advice being given. Commissioner Chappell stated we need to look into another South Florida consultant as opposed to CSI to provide advice and their costs being more in line with the District. We need better representation. We need to get an RFP together to obtain a South Florida consultant to get a coastal engineer who will provide advice and costs that are more in line with what other engineering firms would provide. We need a project point person and better representation. CSI has a high turnover rate and the District would be at a better service to collectively put it together. The fees and costs for the South Jetty project were excessive. Commissioners Sarkis, Tarifi and Strauss agree and support this matter. With the consensus of the Board, Attorney Tolces will draft an RFP and work with Commissioner Chappell regarding the scope and services to include in the RFP. The Board will bring back for discussion September or October.

Attorney Tolces advised the Board that he spoke to a representative from the Coast Guard and was advised that the Coast Guard representative came to the inlet and analyzed the North Jetty. Attorney Tolces will follow up with the Coast Guard representative this week.

Attorney Tolces advised that if the District is required to build a platform for the new trailer that the District will need to prepare specifications for the trailer including a layout of the office space. Commissioner Chappell suggested that the District think about the space, how it is to be laid out and what is the best use of the space. The District also needs to find out if we can get additional square footage and to let the Board know what the District needs and how the crew can be most productive to work with the contractors to get the best.

ADJOURNMENT

Motion was made by Commissioner Sarkis to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 8:24 PM by Chair Holland.

Respectfully submitted,

Kimberly Longo, District Secretary

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
August 26, 2020**

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 7:14 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Terrance Glunt, Vice Chair
Jerry Dubois
Mark Damiano, Alternate

Also Present: Anthony Soroka, City Attorney
Stephen Graham, Assistant Director of Planning and Development Services
Tracy Britten, Administrative Support Specialist

Absent: Harry Belton, Chair
Jack Hugentugler
Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Mr. Dubois made a motion, seconded by Mr. Damiano to approve the July 22, 2020 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6958 Public Storage 25963 Deerfield Beach
1375 W. Hillsboro Blvd.
Building Paint**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the building paint.

The applicant discussed the color choices: Public Storage Orange, Roller Coaster, Moth Grey and Winter Mood that will be used to change the trim, accent and the exterior of the south and east side of the building. Additionally, the sign lettering on the east building elevation will be changed from the existing color orange to white. The garage bay doors will remain the existing color orange.

Mr. Dubois made a motion, seconded by Mr. Damiano to approve Item #6958 as submitted. The motion CARRIED by unanimous vote.

**#6959 Public Storage 28090 Deerfield Beach
3350 S.W. 10th St.
Building Paint**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the proposed building paint.

Discussion ensued regarding changes to the building; whereas, the white letters on the orange background panel will be changed to white letters only on the north elevation of the building and the canopies will be removed.

Mr. Damiano made a motion, seconded by Mr. Dubois to approve Item #6959 as submitted. The motion CARRIED by unanimous vote.

**#6960 Public Storage 25706 Deerfield Beach
150 S. Powerline Rd.
Building Paint**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the building paint. The proposed sign letter colors will be changed from the existing color orange to white on the west building elevation. The band along the length of the north and west elevations of the building will be changed to the allowed 5% orange paint. On the south and east elevations, the band will be changed orange to Winter Mood.

Mr. Dubois made a motion, seconded by Mr. Damiano to approve Item #6960 as submitted. The motion CARRIED by unanimous vote.

**#6957 Deerfield Town Square
3825-3901 W. Hillsboro Blvd.
Sign Variance**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the sign variance.

Vice Chair Glunt shared his concerns about sign variances and new signage in the City. Nevertheless, he understands that the applicant sign variance request prevents a hardship on the tenants.

Mr. Graham stated that the applicant only has one area to display the sign, which is at the entrance of the property, unlike his competitors.

Discussed ensued regarding the top of the sign which is routed aluminum faces with acrylic push thru lettering. The names on the tenant spaces of the sign will be changeable shoebox tenant panels routed aluminum faces with acrylic push thru copy, translucent vinyl overlay. The colors for the sign include Concord Buff, Moroccan Brown, Satin Black and White.

Mr. Damiano made a motion, seconded by Mr. Dubois to approve Item #6957 as submitted. The motion CARRIED by unanimous vote.

**#6956 Deerfield Town Square
3825-3901 W. Hillsboro Blvd.
Minor Site Plan Modification**

Stephen Graham, Assistant Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the minor site plan modification.

The landscape improvement plan provides clean up of the street view on West Hillsboro Boulevard, removing some of the existing trees that block the signal to the entrance of the property, and removal of three (3) Ligustrum Trees as well as the dead tree roots. Some of the palm trees will be replaced and the existing CocoPlum hedge will be removed within five feet of the sidewalk. Thereafter, discussion ensued.

Mr. Graham explained that if the proposed item is approved, it will be conditional, because the sign variance will still need to be presented to the commission for final approval.

Vice Chair Glunt asked that Chair Belton be notified of when the sign variance item is provided to the commission for final approval.

Mr. Dubois made a motion, seconded by Mr. Damiano to approve Item #6956 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, stated that he hopes that everyone remains safe.

Comments by Deerfield Beach Planning and Development Services Department

Stephen Graham, Assistant Director of Planning and Development Services, stated that the department is planning to have one meeting for the month of September.

ADJOURNMENT

Vice Chair Glunt adjourned the meeting at 8:02 p.m.

Harry Belton, Chair
Community Appearance Board



City Commission Meeting - October 6, 2020

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, October 6, 2020, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The October 6, 2020, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items with such attendees required to adhere to a temperature checks, wear facial coverings and maintain social distancing. A copy of the agenda for the October 6, 2020 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commissioner Chambers adhering to social distancing protocols, face covering requirements and temperature checks at entry.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on October 6, 2020.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82167357951?pwd=dTQ3YlMyREZHZ3dhZHVnWVNTcmQydz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 821 6735 7951#, Participant ID: #, Password: 933886#

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

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on October 6, 2020, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-604

Agenda Date: 10/6/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-091: CASE NO. 776 (Project Name: Deerfield Town Square)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Background/History

The subject property, known as 'Deerfield Town Square', does not currently have any freestanding, multi-tenant signage along its frontage and the owner has indicated tenants have expressed concerns regarding their lack of visibility from Hillsboro Boulevard. The owner proposes to construct a 9'9" high, multi-tenant, freestanding monument sign, setback 12 feet from the Hillsboro Blvd property line, at the entrance to the shopping plaza. Four (4) variances from the Chapter 102 of the Deerfield Beach Land Development Code are being request to facilitate construction of the proposed sign, as follows:

1. Section 102-8(c)(1)a. states that, "In no instance shall any freestanding sign be closer than 100 feet to any other freestanding sign." The proposed sign would be 73 feet from the existing McDonald's freestanding sign.
2. Section 102-8 (c)(1)e. allows for an additional freestanding monument sign on parcels with 700 feet or more of frontage. The frontage of the shopping center is 465 feet, and already has two freestanding signs for McDonalds and Aldi. The proposed sign would be a third freestanding sign.
3. Section 102-8 (c)(1)f. indicates that a multi-tenant freestanding sign may display up to six (6) identification panels on the sign. The applicant is proposing eleven (11) identification panels on the sign.
4. Section 102-9 provides the maximum height, structure size and size of sign face for the sign, based on the setback from the right-of-way. The proposed sign is setback 12 feet back the right-of-way line and would be required to be a maximum height of eight (8) feet, sign structure of 48 square feet, and maximum sign face of 24 square feet. The proposed sign is 9'9" in height, a sign structure of 68.25 square feet and a sign face of 39.96 square feet. The proposed sign would meet the height, structure size and sign face size requirements for a freestanding sign constructed at a setback of 20

feet or more.

The applicant has indicated that the proposed variances are necessary due to the unique situation of their property, summarized as follows and stated further in the attached statement addressing the variance criteria:

- The site has a grade change that limits the visibility of the tenancies at the rear.
- The right-of-way line is set back at the entrance, requiring the sign to be located further back from the roadway than if the boundary continued in a straight line.
- The site has only one entrance for all of their tenants and thus does not have other locations for maximum tenant display.
- The landscaping, which is in the process of being upgraded (Minor Site Plan Application 97-B1-135 Rev.10) limits visibility.

The application was approved as submitted by the Community Appearance Board on August 26, 2020.

Recommendation

Staff recommends consideration.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING SIGN VARIANCES FOR DEERFIELD TOWN SQUARE, CASE NO. 776, TO PERMIT A 9'9" HIGH, MULTI-TENANT, FREESTANDING MONUMENT SIGN SETBACK 12 FEET FROM THE HILLSBORO BLVD. PROPERTY LINE, AT THE ENTRANCE TO THE SHOPPING PLAZA LOCATED AT 3825-3901 WEST HILLSBORO BLVD., DEERFIELD BEACH, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has reviewed and received testimony on Application No. 776 from LJB1, LLC (the "Applicant") seeking three variances from the provisions of Section 102-8(c)(1) of the Deerfield Beach Land Development Code in order to permit a freestanding sign that (i) is 73 feet from another freestanding sign in lieu of the 100 feet required by Code, (ii) represents a third freestanding sign on a site that has less than 700 feet of frontage in lieu of the two freestanding signs permitted by code, and (iii) includes 11 tenant panels on the sign in lieu of the six panels permitted by the Code, and a variance from Section 102-9(a)(2) to permit the freestanding sign with a height of 9' 9", a structure size of 68.25 square feet and a sign face of 39.63 square feet, in lieu of the maximum 8 foot height, structure size of 48 square feet and sign face of 24 square feet permitted by Code, (collectively, the "Variances") for the property located at 3825-3901 West Hillsboro Blvd., Deerfield Beach, Florida (the "Sign Variance Application"); and

WHEREAS, the property located at 3825-3901 West Hillsboro Blvd., Deerfield Beach, known as "Deerfield Town Square", does not currently have freestanding, multi-tenant signage along its frontage along Hillsboro Blvd.; and

WHEREAS, the Applicant proposes to construct a 9'9" high, multi-tenant, freestanding monument sign setback 12 feet from the Hillsboro Blvd property line, at the entrance to the shopping plaza (the "Proposed Sign"); and

WHEREAS, the Community Appearance Board voted to recommend approval of the Sign Variance Application on August 26, 2020; and

WHEREAS, the City Commission has determined that a hardship as well as the other requisites to a variance have been demonstrated by the Applicant as required by Section 102-15(d) of the Land Development Code of the City of Deerfield Beach.

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 Sign Variance Application for the Variances to permit the Proposed Sign at the entrance of the shopping plaza located at 3825-3901 West Hillsboro Blvd., Deerfield Beach, Florida, is hereby approved.

Section 3. The Variances as set forth herein are the sole variances permitted and no variances from any Land Development Code or other City requirement in excess of the Variances as specifically set forth herein are granted. Any signs in excess of those as specifically permitted herein or which are inconsistent with the Sign Variance Application on file with the City shall cause the owner of the property to be in violation of the Sign Code and shall cause, upon a determination of violation by the Code Enforcement Special Master or by a County Court, the Sign Variance Application approval provided herein to be null and void and of no further force and effect.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING SIGN VARIANCES FOR DEERFIELD TOWN SQUARE, CASE NO. 776, TO PERMIT A 9'9" HIGH, MULTI-TENANT, FREESTANDING MONUMENT SIGN SETBACK 12 FEET FROM THE HILLSBORO BLVD. PROPERTY LINE, AT THE ENTRANCE TO THE SHOPPING PLAZA LOCATED AT 3825-3901 WEST HILLSBORO BLVD., DEERFIELD BEACH, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission has reviewed and received testimony on Application No. 776 from LJB1, LLC (the "Applicant") seeking three (3) variances from the provisions of Section 102-8(c)(1) of the Deerfield Beach Land Development Code in order to permit a freestanding sign that (i) is 73 feet from another freestanding sign in lieu of the 100 feet required by Code, (ii) represents a third freestanding sign on a site that has less than 700 feet of frontage in lieu of the two freestanding signs permitted by code, and (iii) includes 11 tenant panels on the sign in lieu of the six panels permitted by the Code, and a variance from Section 102-9(a)(2) to permit the freestanding sign with a height of 9' 9", a structure size of 68.25 square feet and a sign face of 39.63 square feet, in lieu of the maximum 8 foot height, structure size of 48 square feet and sign face of 24 square feet permitted by Code, (collectively, the "Variances") for the property located at 3825-3901 West Hillsboro Blvd., Deerfield Beach, Florida (the "Sign Variance Application"); and

WHEREAS, after reviewing the Sign Variance Application and the testimony submitted, the City Commission has determined that the Applicant has not satisfied the requirements as set forth in Section 102-15(d) of the Land Development Code of the City of Deerfield Beach for a sign variance.

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

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

Section 2. The City Commission finds that Case No. 776 fails to satisfy the requirements for a variance as set forth in Section 102-15(d) of the Land Development Code of the City of Deerfield Beach. Therefore, the Sign Variance Application is hereby denied.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

September 25, 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. 2020-091: DEERFIELD TOWN SQUARE (SIGN VARIANCE CASE NO. 776)

Applicant: **LBJ1, LLC represented by Art Sign Co**

Proposal: Seeking four (4) SIGN VARIANCES from the provisions of the Deerfield Beach Land Development Code: 1.) From Section 102-8 (c)(1)a. to allow a freestanding sign that is 73 feet from another freestanding sign in lieu of the 100 foot separation required by Code; 2.) From 102-8 (c)(1)e. to allow a third freestanding sign on a site that has less than 700 feet of frontage, in lieu of two, as required by Code; 3.) From Section 102-8 (c)(1)f. to allow 11 tenant panels in lieu of a maximum of 6 tenant panels, as required by Code; and 4.) From Section 102-9 allowing a sign that exceeds the maximum height, size of sign structure and size of sign face within the structure for a sign within the 10-19-foot setback area

Location: The property is generally described as A PART OF PARCEL A, OF "LIVING LEGENDS CENTER", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 135 PAGE 30 as more particularly described in the file, and located **3825-3901 W. Hillsboro Blvd.**

A public hearing will be held on **TUESDAY, OCTOBER 6, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas 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



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: Deerfield Town Square

Property Owner: LJB1, LLC. C/O Mink & Mink, Inc.

Applicant (if different from Owner): Jack Gervais/Art Sign Company

Agent (if different from Owner/Applicant): _____

Address of Property: 3825-3901 W Hillsboro Blvd., Deerfield Beach, FL 33442

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

Description of Project: Install a monument sign at the entrance of Deerfield Town Square.
Make revisions to landscaping.

New Development (Y/N): <u>no</u>	Modification to Existing Development (Y/N): _____
Zoning District: _____	Future Land Use Category: _____
Existing Use: <u>commercial</u>	Proposed Use: <u>commercial</u>
Lot Area (acres): _____	Number of Dwelling Units (proposed): _____
Sq. Ft. of Structure (existing): _____	Sq. Ft. of Structure (proposed): <u>39.63 sq ft</u>

Agent Signature: _____

Owner Signature: _____

Name Printed: Jack Gervais

Name Printed: D. K. Mink

Address: 855 NW 6 Ave

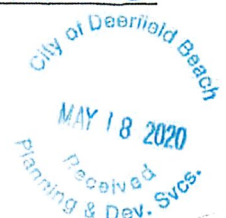
Address: 3081 E COMMERCIAL BLVD #105, FT LAUDERDALE, FL 33308

Telephone: 305.850.9550

Telephone: 954-771-1717

Email: jack@artsignfl.com

Email: dkmink@minkandmink.com





For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT J APPLICATION FOR SIGN VARIANCE

Pursuant to Code Section 102-115

**COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

Please note that a variance shall not be granted to a sign that is prohibited by the Code, pursuant to Code Section 102-15(d)(7)

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- **Complete Application** (*Including Development Plan Application Form*)
- **Application Processing Fee** (*See fee schedule*)
- **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- **Photographs of all existing signs**
- **Photographs of site from adjacent streets**
- **Scaled Site Plan** Examples of acceptable site plans include sketches (to scale) on a current survey, drawings prepared by a licensed architect, engineer, or landscape architect, etc. Show setbacks from the property line abutting public right-of-way to the proposed sign (for freestanding signs) and show the dimensions between monument signs (if applicable).
- **Details of Sign(s)** in color and drawn to scale to illustrate proposed signage including:
 - Dimensional measurements of sign area, sign background, and sign copy.
 - Total Height of Structure
 - Location of sign
 - All text and images to be shown on sign
- **One (1) Digital CD** of required submittals listed above must be provided.
- **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.)

****Public Notice and Advertising Requirements****

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

DESCRIPTION OF SIGN

Linear feet of street frontage: 465' Linear feet of business frontage: 200'
 Type of sign: ☒ Freestanding ☐ Building Sign ☐ Canopy
 Sign Faces: ☐ Single-faced ☒ Multiple-faced
 Sign Height (from top of structure to existing average finished grade): 9'- 9"
 Length (vertical): 9'9" Width (horizontal): 7' Total Sign Face Area: 39.96 square feet
 Construction Materials: aluminum, acrylic, LEDs, steel
 Sign Lighting: ☐ None ☒ Internally-illuminated ☐ Externally-illuminated
 For existing signs: Year(s) permitted: _____ Permit number: _____

PROPOSED SIGN VARIANCE

1. State the Code Section and Land Development Regulation standard(s) required for the proposed variance (i.e. setbacks, height, etc.):

1.) We are requesting a variance from section 102-8(c)1 to add a new monument sign to be closer than 100' to an already existing monument sign.

We will be 73' from an existing.

2.) For section 102-8 (c)(1)e we are requesting a variance to add a third freestanding sign to a property with two existing signs the property has less than 700' frontage.

3. Section 102-8(c)(1) we are requesting a variance in the code to have 11 tenant panels in lieu of the six allowed by code.

4.) We are additionally requesting a variance in section 102-9(a)2 of the code for the sign to be setback 12 ft or more with a maximum height of sign structure as 10 feet, maximum size of a sign structure area is 80 square feet. and maximum size of sign face within the structure is 40 square feet. The proposed sign has a height of 9' 9", a structure size of 68.25 square feet and a sign face of 39.63 square feet. Per section 102-9 a sign with a 12' setback would allow a maximum height of 8 feet, a structure size of 48 square feet and a sign face of 24 square feet.

2. Describe the variance(s) requested:

1.) The first variance requested to allow a freestanding sign that is 73 feet from another freestanding sign in lieu of the 100 foot requirement allowed by code from 102-8 (c)1(a).

2.) The second variance requested is to allow a third freestanding sign on a site that has less than 700 feet of frontage, in lieu of two, as required by code from 102-8 (c)1(e).; frontage for the property is 465'

3.) The third variance requested is to allow 11 tenant panels in lieu of 6, as required by code regarding section 102-8 (c)(1)f(1).

4.) The fourth variance requested is from Section 102-9(a)2 of the code allowing a sign that exceeds the maximum height, size of sign structure and size of sign face within the structure for the 10-19 feet setback requirement. The proposed sign has a height of 9' 9", a structure size of 68.25 square feet and a sign face of 39.63 square feet whereas per Section 102-9(a)2 a sign with a 12' setback would require a maximum height of 8' tall, a structure size of 48 square feet and a sign face of 24 square feet.

A. DEMONSTRATION OF COMPLIANCE WITH SIGN VARIANCE CRITERIA

(Attach additional page(s) if more space is needed)

Section 102-115(d) of the Deerfield Beach Land Development Code states, “a variance may be authorized by the city commission for any required dimensional standard for a sign, including the following: height, area, and location; maximum number of, and minimum setback for signs. A variance shall be deemed denied unless four members of the commission vote in favor of the request for a variance.”

A variance from the terms of this sign code shall not be granted by the city commission unless and until a written application for a variance is submitted demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or buildings involved and which are not applicable to other lands, structures in the same zoning district:

We are applying for a sign variance due to a few distinctive characteristics arising from the property. The property line along the right of way for this parcel is not straight and specifically at the entrance there is a large indent towards the parcel that creates a peculiar setback from the right of way. This parcel also does not have the same grade/elevation across its entirety and is upwards of 8' lower than street level in most of the areas. We are pushed back further than any other property line, so this also causes an issue with visibility (partly due to lack of purposeful signage, partly due to uneven grade of the plaza) of the plaza and tenant. (partly due to lack of purposeful signage, partly due to uneven grade of the plaza) of the plaza and tenant. The visibility is also hindered by being compliant in the code for the landscaping (See attachments for visibility photos). Although the building is visible from the West Hillsboro boulevard the property only has one entrance to service all 11 tenants including a very major tenant in the back that has no benefit of signage due to being so far back in the property. One of their major tenants is threatening to leave due to lack of signage and visibility as well as others are wavering signing leases pending the outcome of signage on the property. Thus we are requesting these variations for a signs to be constructed to be visible from West Hillsboro Boulevard.

2. That the special conditions and circumstances do not result from the actions of the applicant:
The special conditions and circumstances are not a result of the actions of the applicant.

The property line was designed far before the applicant purchased the property (In June 2019).

The one entrance into the plaza is a result of the way the right of way is set up. We have had to make landscaping improvements to meet code and that has affected the visibility of the plaza and the signage on the property in the way that if the sign were further back then the visibility would be greatly diminished (See translucent sign attachment for where monument would have to be placed if we followed the 20' setback.)

(The visibility of the sign is reduced to only the cars that are stopped at the right of way).

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other lands, buildings, or structures in the same zoning district:
The property owner and tenants will not be receiving any special privileges with the approval of this variance.
The surrounding shopping centers have multiple entrances which allows them to break up their tenant signs on multiple monument signs due to their multiple entrances into the shopping centers, whereas, we only have the one entrance and exit to service all tenants.
- The property line for others is not as setback as far as ours and that adds to the loss of visibility from West Hillsboro Boulevard; combined with the landscaping blocking, grade differential and the single entrance/exit.
- The plaza is having problems getting new tenants based on the low visibility and lack of multi tenant signage.
4. That literal interpretation of the provisions of this Code would deprive the applicant of the rights commonly enjoyed by other properties in the same zoning district under the terms of this Code and would work unnecessary and undue hardship on the applicant:
If we are to follow the actual property line, the sign would need to be even further back (approximately 50' from the street) which would make it extremely difficult to see (see attachment). Although the building is slightly visible from the street, we have no multi-tenant signage for the tenants. Due to the unusual configuration of the property line, lower grade for the plaza and visibility it creates an undue hardship to not have a visible and accurate tenant sign to display the businesses located in the plaza. We are requesting relief from 102-8 (c)(1)a. to allow a freestanding sign that is 73 feet from another freestanding sign in lieu of the 100 foot and from 102-8 (c)(1)e. to allow a third freestanding sign on a site that has less than 700 feet of frontage instead of the two allowed by code. Additionally, we are requesting to allow 11 tenant panels in lieu of 6, as required by Code section 102-8 (c)(1)f(1) and from Section 102-9 allowing a sign that exceeds the maximum height, size of sign structure and size of sign face within the structure for the 10-19 feet setback requirement.
- The size allowed is 8' for the 12' setback. The proposed sign has a height of 9' 9", a structure size of 68.25 square feet and a sign face of 39.63 square feet whereas per 102-9 a sign with a 12' setback would require a maximum height of 8 feet, a structure size of 48 square feet and a sign face of 24 square feet
- In this zoning district other properties do not have these hardships. The other properties have multiple entrances, straight property lines and no problem with grade changes.

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure:

After inspection of the property we are certain our request is the best option.

We have taken precautions to ensure we are requesting minimal variance changes to SECT.102-9. If the property line was straight, then this size sign would be allowed by code in the zoning district at this property in the location proposed. We absolutely need the 11 tenant panels due to the potential tenants wavering to sign leases based on lack of signage.

Due to the unusual property line, the single entrance/exit and visibility from the grade being lower and landscaping it creates a hardship to not have the multi-tenant sign be visible in the location proposed for the shopping plaza and all of its' tenants.

We cannot make a smaller sign at the 12-foot setback because it would not be visible from the road due to the setback, the grading differential from the street to the property and the landscaping blocking that entire area from both directions.

Our sign meets criteria for a 20 foot setback, however that far back the sign would not be visible.

(Refer to the attachments for visual aid on setback and grading, see marked photos for visual aid on the blocking from landscaping.)

6. That the grant of the variance will be in harmony with the general intent and purpose of this Code, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

The proposed variance will be in harmony with the general intent of the code. If our request for variance is approved; it will provide public visibility for the businesses on the property. The variance requested will not impede the visibility of the road. It will not be detrimental to the safety of the public. It will only alleviate some of the visibility issues that this center has to address.

If not for the issues of the landscaping visibility, set back from the road visibility, the grading of the plaza compared to the road, the single entrance/exit and the non-straight property line then this sized sign would meet code on this property in this location.

We are honoring the landscape code and it is harming our signage and blocking the visibility of the plaza due to grading differences.

The purpose of the variance for signage is to be visible from West Hillsboro Boulevard while overcoming the odd-shaped setback property line and remaining compliant to the landscaping code.

The plaza is in harmony with the purpose of the code in regards to the 11 tenant panels because it is in the best interest of the public and the city to have a full plaza and not have empty spaces.

7. A variance may not be granted as to a sign that is prohibited by this Code:

The signage variance we are applying for is a sign that would be allowed at this location and
would meet all applicable criteria for setback and size if the property line were straight.

102-8(c)1(c) Freestanding sign meets code for a sign setback 20 feet

The sign meets all other freestanding monument regulations other than the variances requested.

For Office Use Only

Date: _____

Application _____

Nos.: _____



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 knowingly assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE



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

NONE

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

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

I, D.K. MICK, have received a copy of the ordinance and understand the ordinance requirements.

Applicant MMBI, LLC
By: MICK & MICK, LLC, AS REGISTERED AGENT

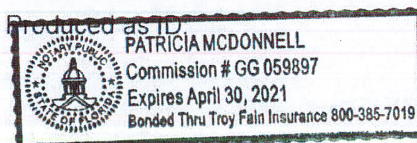
Signature D.K. MICK, Pres. MICK & MICK, LLC Date 3-16-20

Sworn to and subscribed before me this 16 day of MARCH, 2020.

By:

Patricia McDonnell

PATRICIA MCDONNELL
Notary Public, State of Florida



ALL

For Office Use Only

Date: _____

Application _____

Nos.: _____



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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:

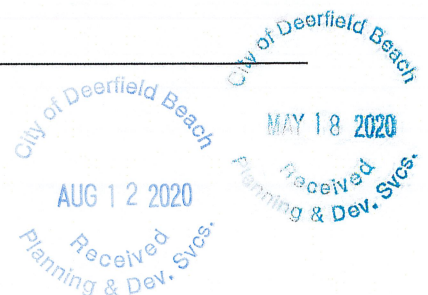
(Attach additional sheets as needed for each item.)

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.

N/A

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

N/A



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.)

N/A

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.
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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, JOHN P. GERVAIS (JACK), have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date 3.13.2020

Sworn to and subscribed before me this 13 day of March, 2020.

By: Jack Gervais

Produced as ID: Personally known

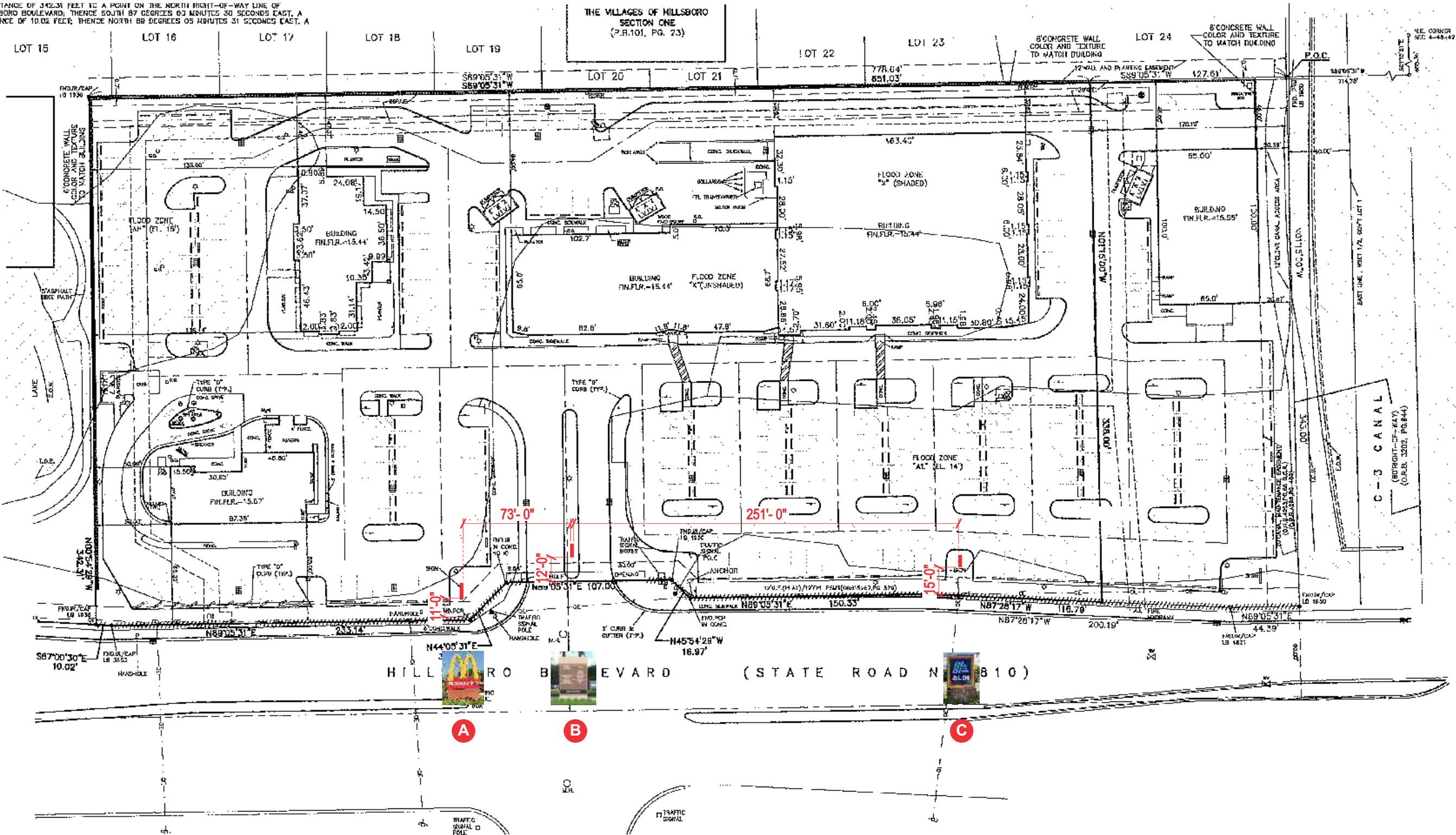
Melissa Weatherwax
Notary Public, State of Florida



City of Deerfield Beach
Received
AUG 12 2020
Planning & Dev. Svcs.

SITE PLAN:

A DISTANCE OF 342.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF HILLSBORO BOULEVARD; THENCE SOUTH 87 DEGREES 03 MINUTES 30 SECONDS EAST, A DISTANCE OF 10.02 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 31 SECONDS EAST, A



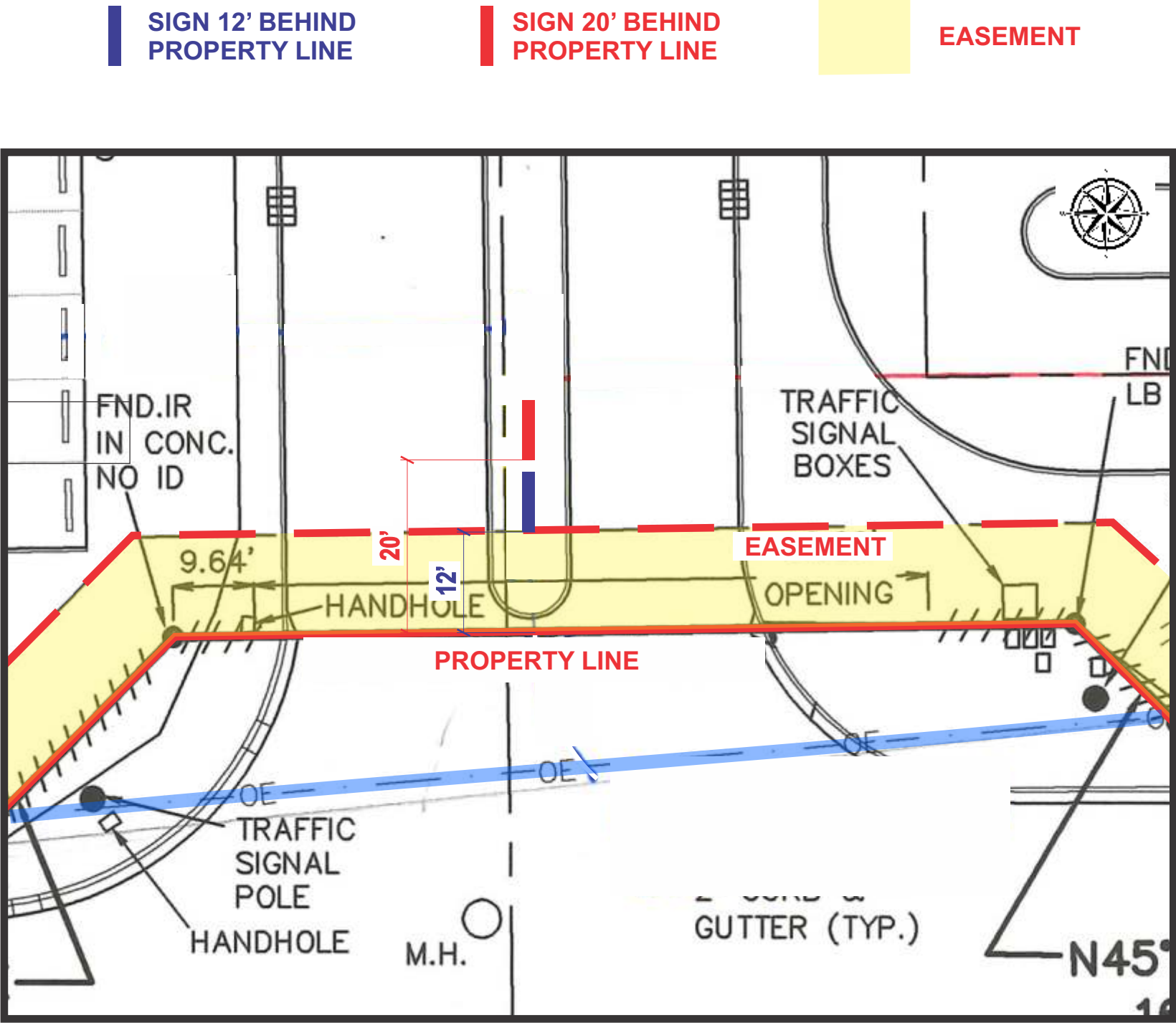
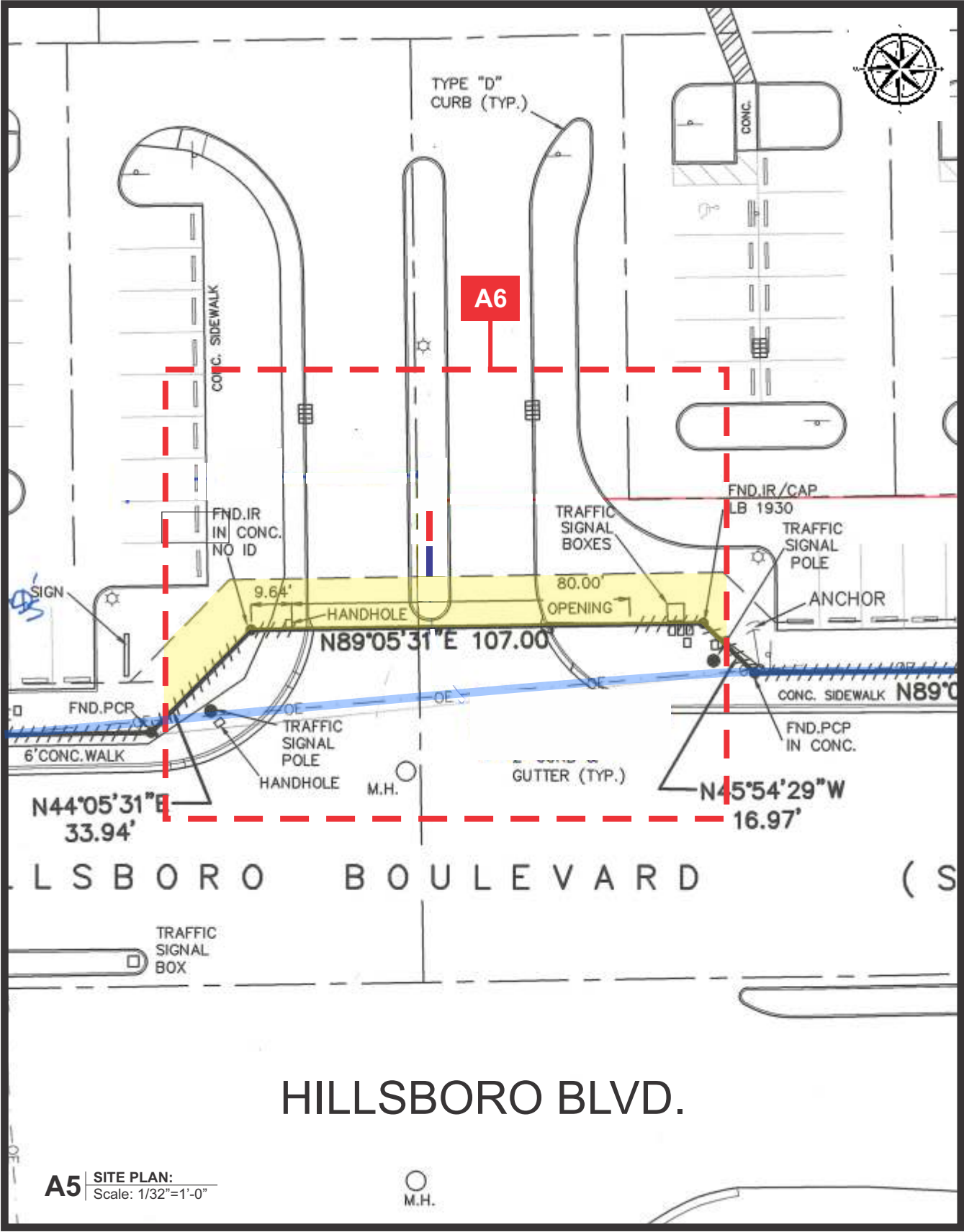
1 SITE PLAN: Setbacks & Distances
Scale: NTS

Art SIGN COMPANY
954.763.4410
artsignfl.com
835 NW 6th Ave. Ft. Lauderdale, FL. 33311

FILE: Deerfield Town Center / Graphics / Deerfield Town Center-Monument Master Site Plan-V4-FINAL.cdr
CLIENT: Deerfield Town Center
ADDRESS: 3825-3901 W. Hillsboro Blvd., Deerfield Beach, FL 33442
MUNICIPALITY: City of Deerfield Beach

REVISION V1: 8/11 - Removed NAPA Auto Parts, Added boundary and existing photos
REVISION V2: 8/17 - Revised per Steph request,
REVISION V3:
REVISION V4:
REVISION V5:
REVISION V6:

CLIENT APPROVAL:
*Colors shown on drawing are for presentation purposes. All colors must be confirmed initiated by project manager before painting.
START DATE: 7/23/2020
SALE REP: Stephen
ARTIST: Jermaine A.





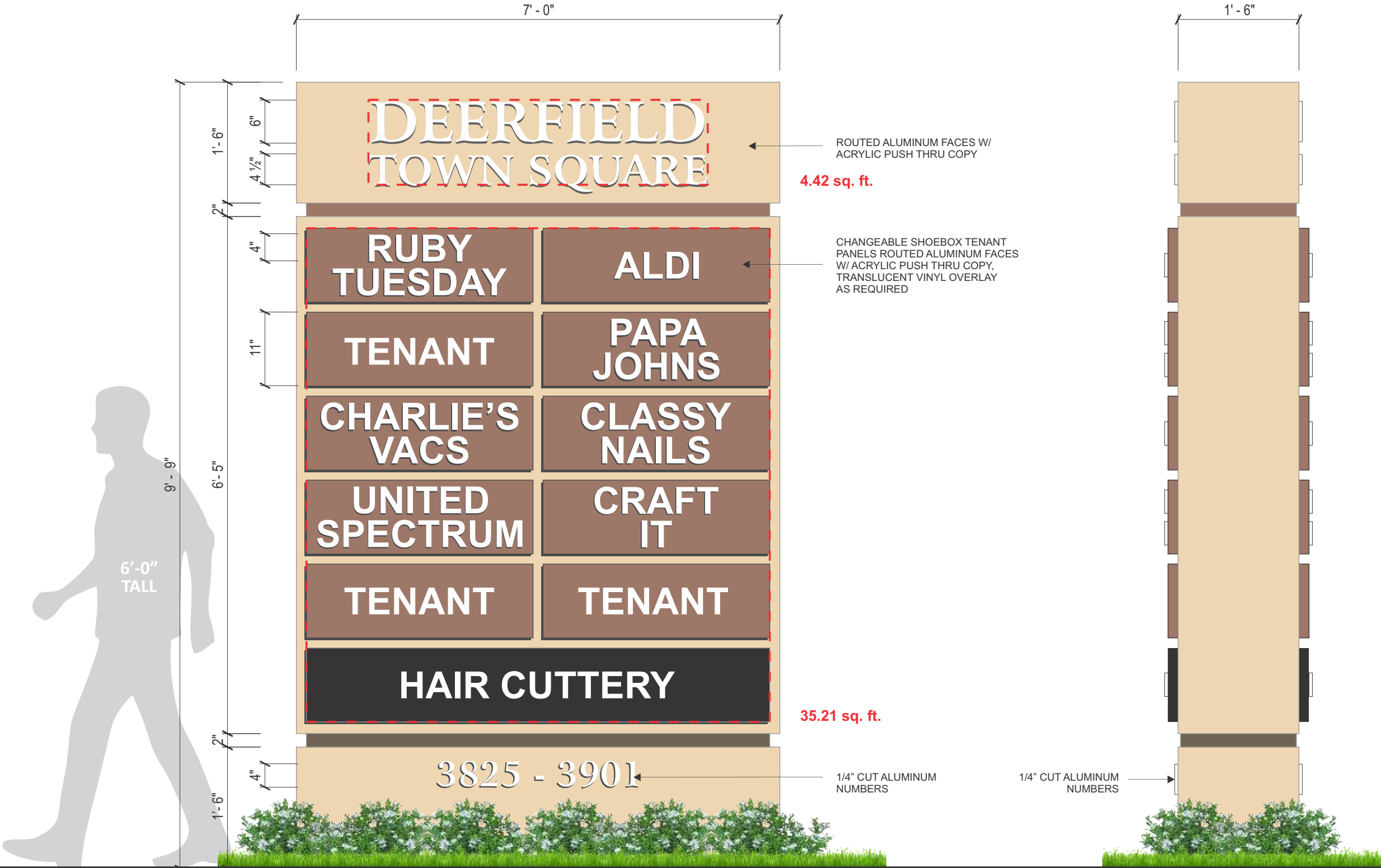
A3 SET BACK: 10'-0"
Scale: 3/8"=1'-0"

CLIENT APPROVAL:

*Colors shown on drawing are for presentation purposes. All colors must be confirmed initialed by project manager before painting.

START DATE: 7/23/2020
SALE REP: Stephen
ARTIST: Jermaine A.

Font: Arrus BT Font: Arial Bold



A1 FRONT VIEW: 68.25 sq. ft.
Scale: 3/4"=1'-0"

Total: 39.63 sq. ft.

A2 SIDE VIEW:
Scale: 3/4"=1'-0"

SOUTH ELEVATION

Art SIGN COMPANY 954.763.4410
artsignfl.com
835 NW 6th Ave. Ft. Lauderdale, FL. 33311

FILE: Deerfield Town Center / Graphics / Deerfield Town Center-Monument Master Site Plan-V4-FINAL.cdr
CLIENT: Deerfield Town Center
ADDRESS: 3825-3901 W. Hillsboro Blvd., Deerfield Beach, FL 33442
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REVISION V6:

CLIENT APPROVAL:

*Colors shown on drawing are for presentation purposes. All colors must be confirmed initiated by project manager before painting.

START DATE: 7/23/2020
SALE REP: Stephen
ARTIST: Jermaine A.

Looking East



Looking West



CLIENT APPROVAL:

*Colors shown on drawing are for presentation purposes. All colors must be confirmed initialed by project manager before painting.

START DATE: 7/23/2020
SALE REP: Stephen
ARTIST: Jermaine A.































City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-606

Agenda Date: 10/6/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-092: APPLICATION NO. 20-M3c-20 (U.S. Crane & Rigging)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, 4250 Powerline Road, LLC, is seeking approval of a major site plan application to construct a 93,907 square foot pre-cast concrete products manufacturing plant.

The property is located at 4250 N Powerline Rd. and 4251 NW 19th Ave. in the M3c (Intense Manufacturing and Industrial District) zoning district and is approximately 318,243 square feet (7.305 gross acres) in area. The existing principal use of the site is outdoor storage; 14,930 square feet will remain as such on the proposed site plan.

A separate easement abandonment application (20-A-196) is being reviewed concurrently with this application and is subject to City Commission approval to accommodate the proposed development.

The applicant submitted a vehicular trip generation analysis for the proposed redevelopment, which estimated an additional 365 daily trips, 58 AM, and 73 PM peak hour trips. A traffic impact analysis was not required since the proposed development does not exceed 500 trips per day.

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

On July 22, 2020, the Community Appearance Board approved the proposed development plan.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM 4250 POWERLINE ROAD, LLC TO CONSTRUCT A 93,907 SQUARE FOOT PRE-CAST CONCRETE MANUFACTURING FACILITY ON THE PROPERTY LOCATED AT 4250 N. POWERLINE ROAD AND 4251 NW 19TH AVE. IN THE M3c INTENSE MANUFACTURING AND INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 20-M3c-20); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-M3c-20 (the “Site Plan Application”) has been submitted to the City by 4250 Powerline Road, LLC (the “Applicant”) seeking site plan approval to construct a 93,907 square foot pre-cast concrete manufacturing facility for U.S. Crane and Rigging on the property located at 4250 N. Powerline Rd. and 4251 NW 19th Ave, Deerfield Beach (the “Development”); and

WHEREAS, the Development site is an approximately 7.305 acres located in the M3c Intense Manufacturing and Industrial Zoning District, and legally described as 15-48-42 S1/2 OF SW1/4 OF SW1/4 OF NW1/4 LESS R/W FOR POWERLINE RD; LANZO INDUSTRIAL CENTER 111-14 B POR PAR B DESC AS:BEG SW COR PAR,N 398.08,E 186.5,S 273.27 SLY ARC 21.68,SWLY ARC 146.27, E 216.51 TO POB, as more particularly described in the file, and located at 4250 N. Powerline Rd. and 4251 NW 19th Ave, Deerfield Beach, Florida (the “Property”); and

WHEREAS, a separate easement abandonment application (20-A-196) for the Property is being reviewed concurrently with the Site Plan Application to accommodate the proposed Development; and

WHEREAS, on July 22, 2020, the Community Appearance Board approved the Site Plan Application; and

WHEREAS, the Planning and Zoning Board voted to recommend approval of the Site Plan Application on September 10, 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 all requirements set forth in the DRC report, as amended and dated September 10, 2020, all of which are incorporated herein and shall be deemed conditions of this approval and shall be satisfied.

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

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM 4250 POWERLINE ROAD, LLC TO CONSTRUCT A 93,907 SQUARE FOOT PRE-CAST CONCRETE MANUFACTURING FACILITY ON THE PROPERTY LOCATED AT 4250 N. POWERLINE ROAD AND 4251 NW 19TH AVE. IN THE M3c INTENSE MANUFACTURING AND INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 20-M3c-20); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 20-M3c-20 (the “Site Plan Application”) has been submitted to the City by 4250 Powerline Road, LLC (the “Applicant”) seeking site plan approval to construct a 93,907 square foot pre-cast concrete manufacturing facility for U.S. Crane and Rigging on the property located at 4250 N. Powerline Rd. and 4251 NW 19th Ave, Deerfield Beach (the “Development”); and

WHEREAS, the Development site is an approximately 7.305 acres located in the M3c Intense Manufacturing and Industrial Zoning District, and legally described as 15-48-42 S1/2 OF SW1/4 OF SW1/4 OF NW1/4 LESS R/W FOR POWERLINE RD; LANZO INDUSTRIAL CENTER 111-14 B POR PAR B DESC AS:BEG SW COR PAR,N 398.08,E 186.5,S 273.27 SLY ARC 21.68,SWLY ARC 146.27, E 216.51 TO POB, as more particularly described in the file, and located at 4250 N. Powerline Rd. and 4251 NW 19th Ave, Deerfield Beach, Florida (the “Property”); and

WHEREAS, after reviewing the Site Plan Application and the testimony submitted, 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; and

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

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

September 25, 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. 2020-092: APPLICATION NO. 20-M3c-20 (U.S. Crane & Rigging)

Applicant: **4250 Powerline Road, LLC, represented by Neal Kalis, Esq.**

Proposal: Major Site Plan application seeking approval to construct a 93,907 square foot pre-cast concrete manufacturing plant.

Location: The properties are generally described as 15-48-42 S1/2 OF SW1/4 OF SW1/4 OF NW1/4 LESS R/W FOR POWERLINE RD; and LANZO INDUSTRIAL CENTER 111-14 B POR PAR B DESC AS:BEG SW COR PAR,N 398.08,E 186.5,S 273.27 SLY ARC 21.68,SWLY ARC 146.27, E 216.51 TO POB, more particularly described in the file, and located at **4250 North Powerline Road and 4251 NW 19th Avenue.**

A public hearing will be held on **TUESDAY, OCTOBER 6, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas 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 20-M3C-20

Abandonment Application 20-A-196

4250 N. Powerline Rd. & 4251 NW 19th Ave.



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

0 200 400 Feet



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: U.S. Crane and Rigging

Property Owner: Crystal Lake Commerce Center LLC.

Applicant (if different from Owner): 4250 Powerline Road LLC.

Agent (if different from Owner/Applicant): Neal Kalis

Address of Property: 4250 North Powerline Road, Deerfield Beach, FL 33073

Legal Description of Property (lot, block, tract, subdivision): Refer to attached survey for legal description

Description of Project: The proposed project is a precast concrete manufacturing plant for the production of sea walls, piles, beams, columns, tiles/ veneer and hollow-core planks

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>M-3c</u>	Future Land Use Category:	<u>Industrial</u>
Existing Use:	<u>Equipment Storage</u>	Proposed Use:	<u>Manufacturing Plant</u>
Lot Area (acres):	<u>6.4044</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>N/A (empty lot)</u>	Sq. Ft. of Structure (proposed):	<u>93,000 sf</u>

Agent Signature: Neal Kalis

Name Printed: Neal Kalis

Address: 7320 Griffin Road, Suite 109
Davie, Florida 33314

Telephone: 954-791-0477

Email: nkalis@kaliskleiman.com

Owner Signature: Quirino D'Alessandro Sr.

Name Printed: Quirino D'Alessandro Sr. MGR

Address: 125 SE 5th Court
Deerfield Beach, FL 33441

Telephone: 954-874-3894

Email: anthonyd@lanzo.org

MAR 25 2020

For Office Use Only

Date: _____
Application _____
Nos.: _____



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N/A

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

N/A

- 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.)

N/A

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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, Neal R. Kalis, have received a copy of the ordinance and understand the ordinance requirements.

Applicant/Attorney

Signature Neal R. Kalis
Kalis Kleiman & Wolfe

3/19/20
Date

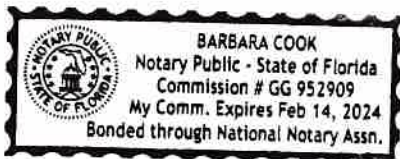
SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online
notarization, this 19 day of March, 2020, by

Neal R. Kalis (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



Barbara Cook
(Signature of Notary Public - State of Florida)

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

For Office Use Only

Date: _____

Application _____

Nos.: _____



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.

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

(Attach additional sheets as needed for each item.)

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

NONE

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

NONE

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

NONE

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

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

I, KEN GARDNER, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 19TH day of March, 2020 by

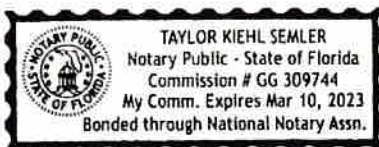
KEN GARDNER (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 3/11/23

Commission No.: GG 309744

(Signature of Notary Public - State of Florida)

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



For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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N/A

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

N/A

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N/A

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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, Thomas Auringer, have received a copy of the ordinance and understand the ordinance requirements.

Applicant - 4250 Powerline Road, LLC

Thomas Auringer
Signature Thomas Auringer
Manager

3.17.2020
Date

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

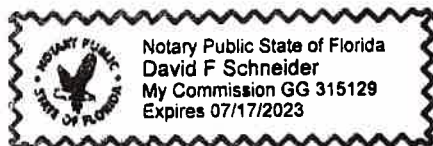
notarization, this _____ day of March, 2020 by

Thomas Auringer (Affiant), who is personally

known to me or has produced NY DRIVERS identification.

My commission expires: 07/17/2023

Commission No.: 66315129



David F. Schneider
(Signature of Notary Public - State of Florida)

David F. Schneider
(Print, Type, or Stamp Commissioned Name of Notary Public)

For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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NA

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

N/A

- 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.)

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, Orlando Sharpe, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature



Date

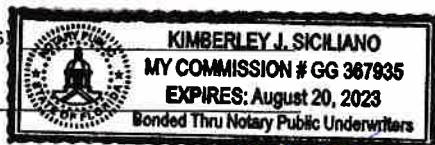
3-20-20

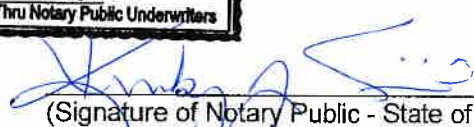
SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 20 day of March, 2020 by

Orlando Sharpe (Affiant), who is personally known to me or has produced _____ identification.

My commission expires:

Commission No.:




(Signature of Notary Public - State of Florida)

Kimberley J. Siciliano
(Print, Type, or Stamp Commissioned Name of Notary Public)

For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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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

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

NONE

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

I, JUAN CAYCEDO, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

3/18/2020
Date

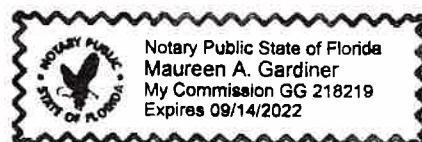
SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 20TH day of March, 2020 by

Juan C. Caycedo (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 9/14/2022

Commission No.: 218219

Maureen A. Gardiner
(Signature of Notary Public - State of Florida)
Maureen A. Gardiner
(Print, Type, or Stamp Commissioned Name of Notary Public)



For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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NO N/A

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

NO N/A

- 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.)

No N/A

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

I, Antonio D'Alessandro, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

3/19/2020
Date

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

notarization, this 19 day of March, 2020 by

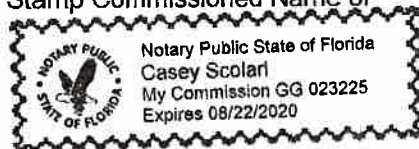
Antonio D'Alessandro (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 8/22/2020

Commission No.: AG 023225

[Signature]
(Signature of Notary Public - State of Florida)

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



For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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N/A

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N/A

- 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.)

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, Regina Bobo Jackson, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

3/19/2020

SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 19th day of March, 2020 by

Regina Bobo Jackson (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 8-13-2023

Commission No.: GG 365263



(Signature of Notary Public - State of Florida)

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

For Office Use Only

Date: _____

Application _____

Nos.: _____



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NO A/D

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

NO N/A

- 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.)

NO 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, Quirino D'Alessandro, Sr., have received a copy of the ordinance and understand the ordinance requirements.

Applicant/Owner - Crystal Lake Commerce Center, LLC

[Signature] 3-19-20
Signature Quirino D'Alessandro, Sr. Date
Manager

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

notarization, this 19 day of March, 2020 by

Quirino D'Alessandro, Sr. (Affiant), who is personally

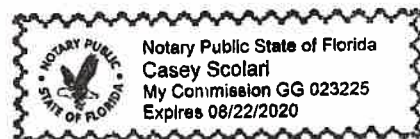
known to me or has produced [Signature] identification.

My commission expires: 8/22/2020

Commission No.: GG 023225

[Signature]
(Signature of Notary Public - State of Florida)

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



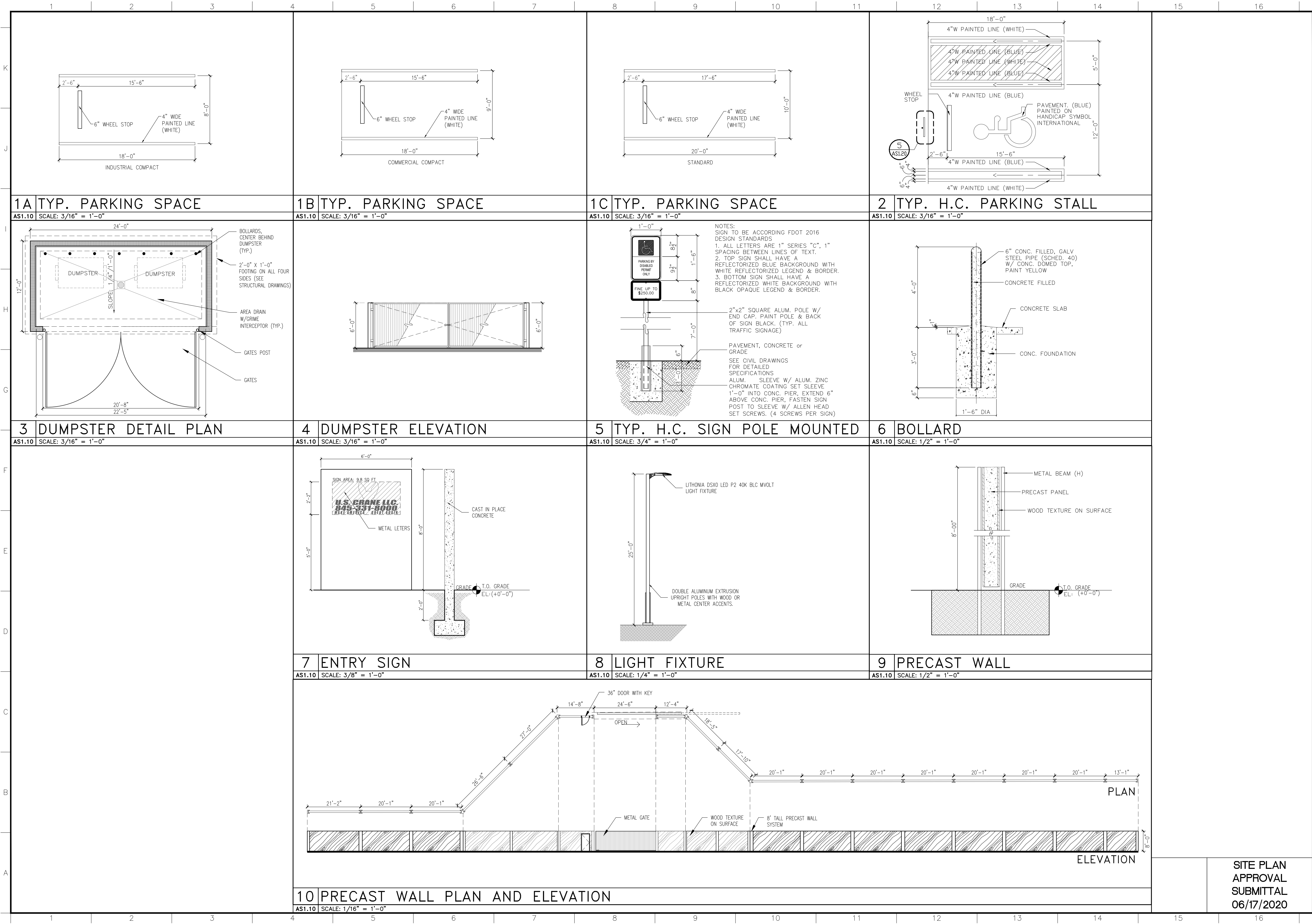
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E
F



1	COVER PAGE
A0.00	SCALE: N.T.S.



RLC Architects
14 SE 9th Street, Boca Raton, FL 33432
Tel: 561.393.6555 Fax: 561.395.0007
Web: www.rlcarchitects.com

CONSULTANT
INFO/LOGO

US CRANE AND RIGGING
4251 NW 19 AVENUE
Deerfield Beach, FL 33064
(Folio # 48421510030)

4250 North Powerline Road
Deerfield Beach, FL 33073
(Folio # 484215000160)

REVISIONS

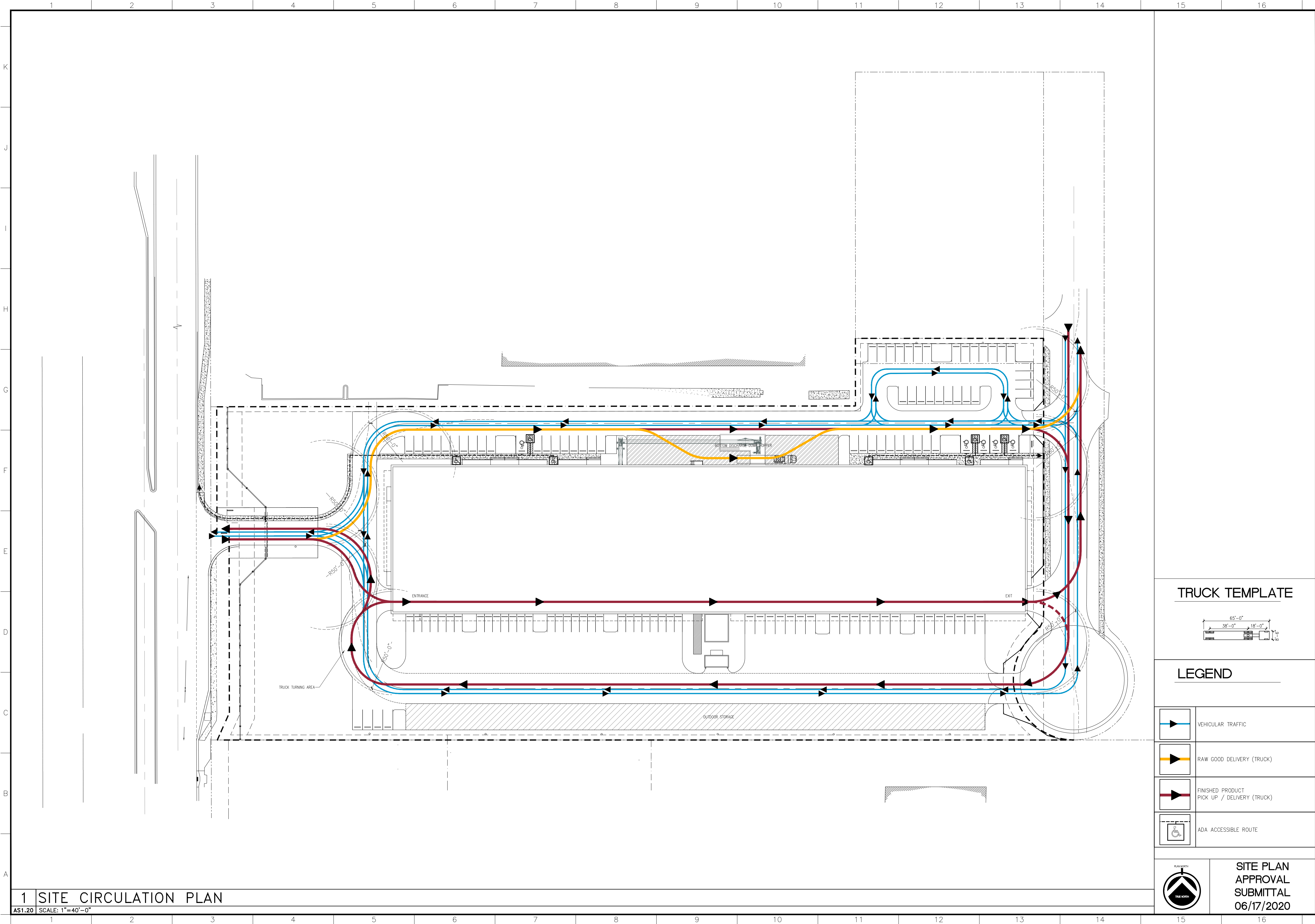
Drawing Title
SITE DETAILS

Scale
Project No. 19140.01
Plot Date 6/16/2020

Principal: JC
Project Director:
Project Manager:
Drafted by: PC
Checked by:

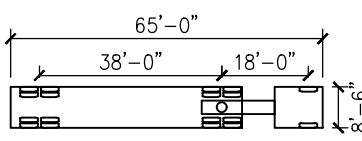
Sheet No.
AS1.10

SITE PLAN
APPROVAL
SUBMITTAL
06/17/2020



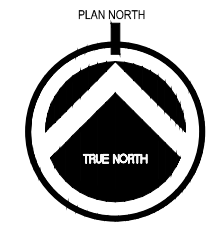
1 SITE CIRCULATION PLAN
AS1.20 SCALE: 1"=40'-0"

TRUCK TEMPLATE



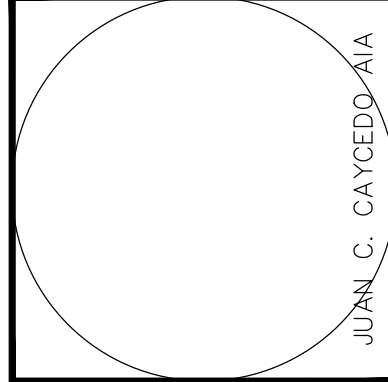
LEGEND

	VEHICULAR TRAFFIC
	RAW GOOD DELIVERY (TRUCK)
	FINISHED PRODUCT PICK UP / DELIVERY (TRUCK)
	ADA ACCESSIBLE ROUTE



SITE PLAN
APPROVAL
SUBMITTAL
06/17/2020

RLC Architects
14 SE 4th Street, Room 200, Ft. Lauderdale, FL 33302
Tel: 954.393.8555 Fax: 954.395.0007
Web: www.rlcarchitects.com
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ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY
ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN
PERMISSION OF RLC ARCHITECTS, P.A.



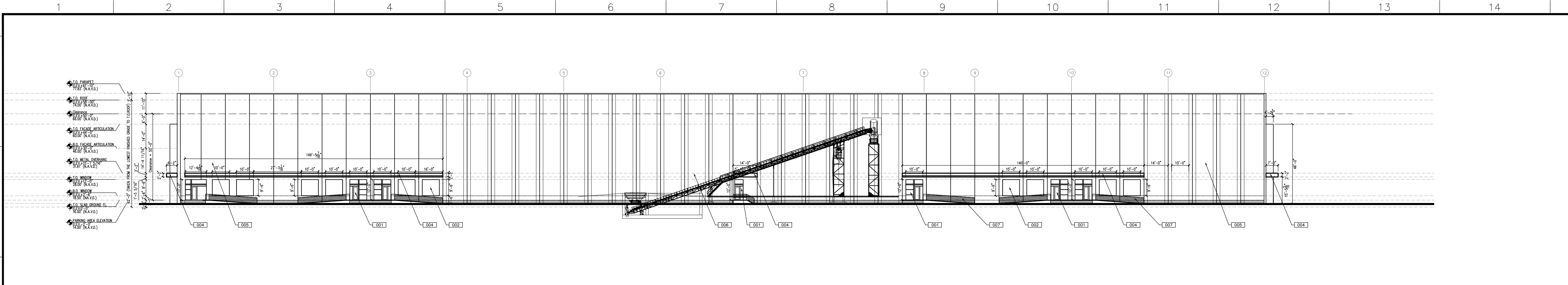
CONSULTANT
INFO/LOGO

US CRANE AND RIGGING
4250 North Powerline Road
Deerfield Beach, FL 33073
(Folio # 48421510030)
4251 NW 19 AVENUE
Deerfield Beach, FL 33064
(Folio # 48421510030)

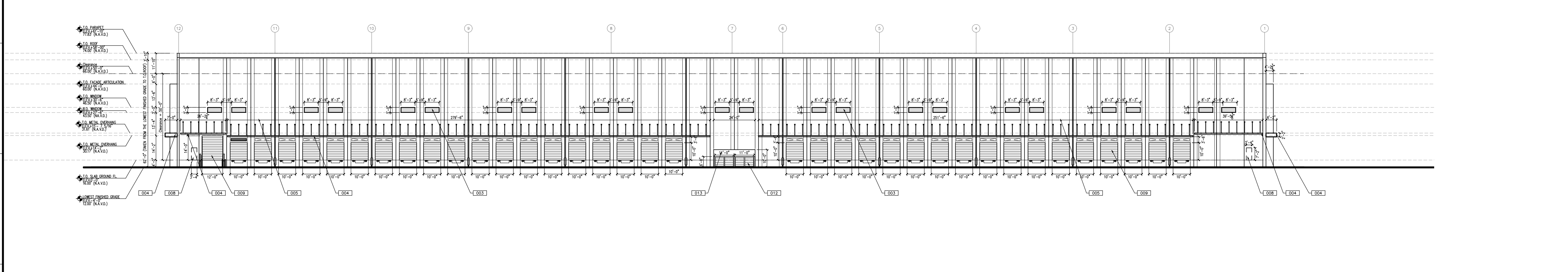
REVISIONS

Drawing Title
**SITE CIRCULATION
PLAN**
Scale
Project No. 19140.01
Plot Date 6/16/2020
Principal: JC
Project Director:
Project Manager:
Drafted by: PC
Checked by:

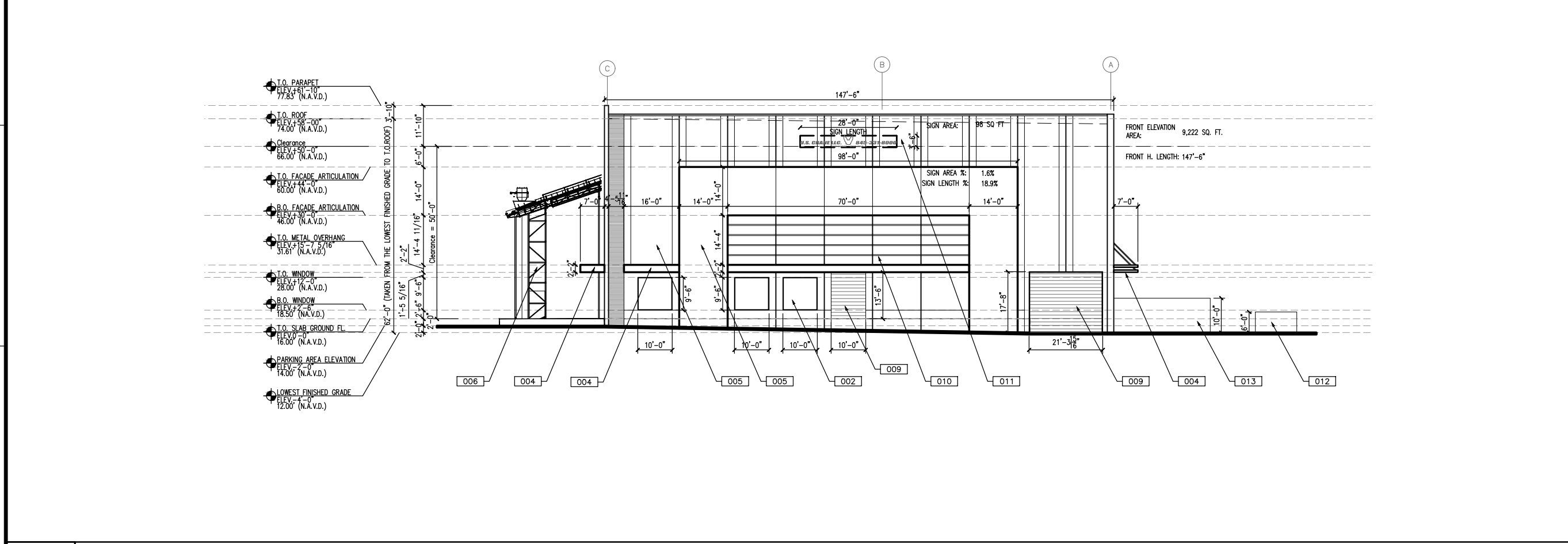
Sheet No.
AS1.20



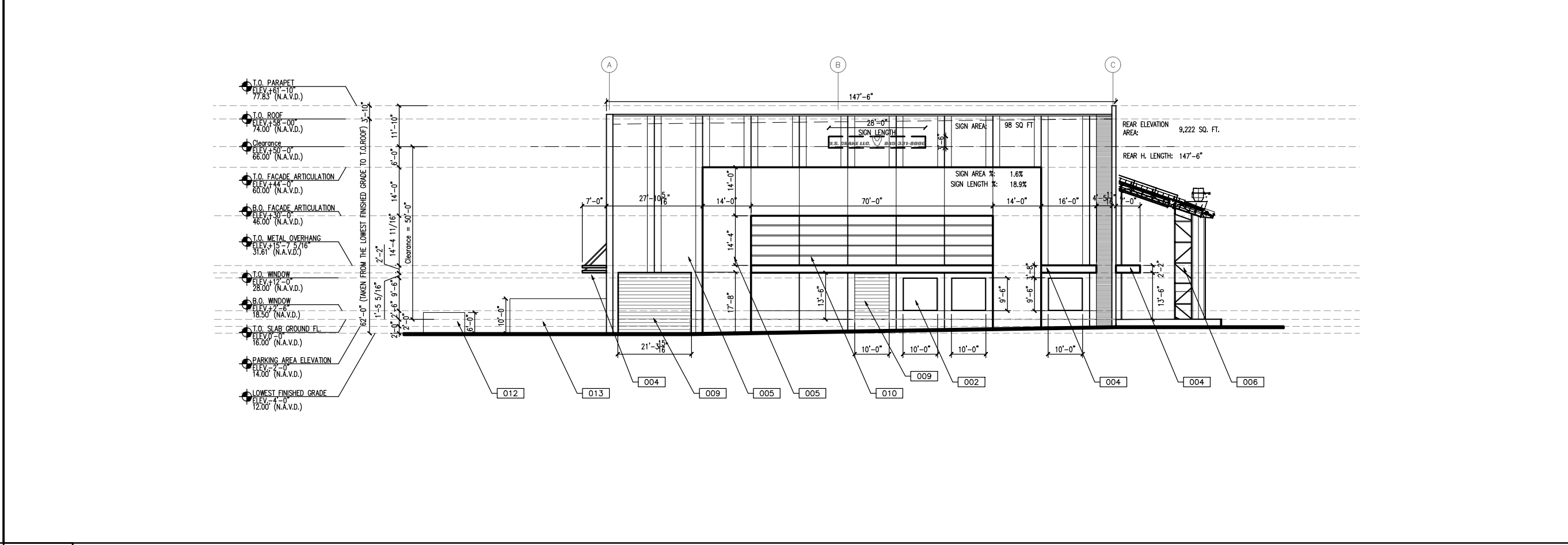
1 NORTH ELEVATION
A1.00 SCALE: 1/32" = 1'-0"



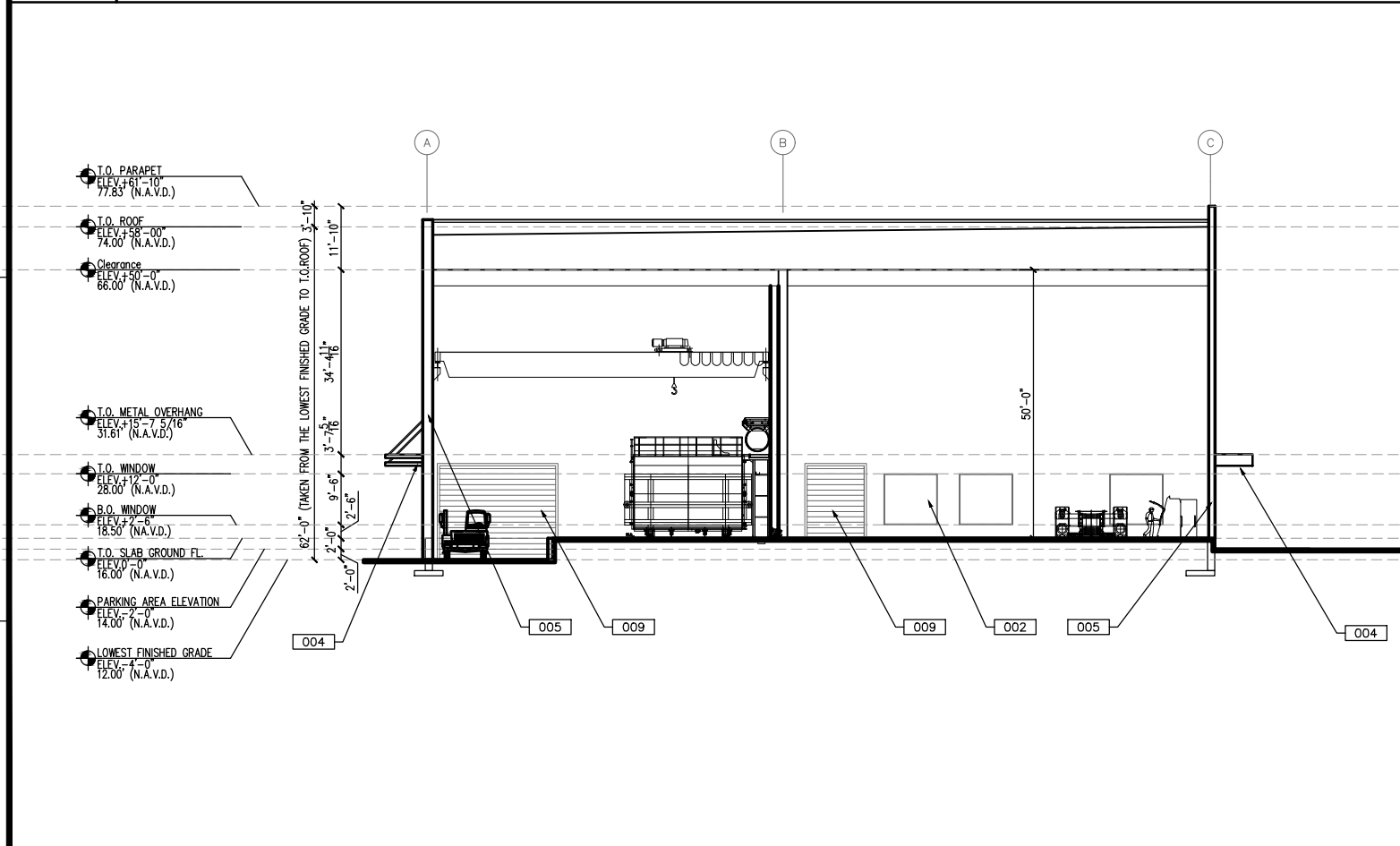
2 SOUTH ELEVATION
A1.00 SCALE: 1/32" = 1'-0"



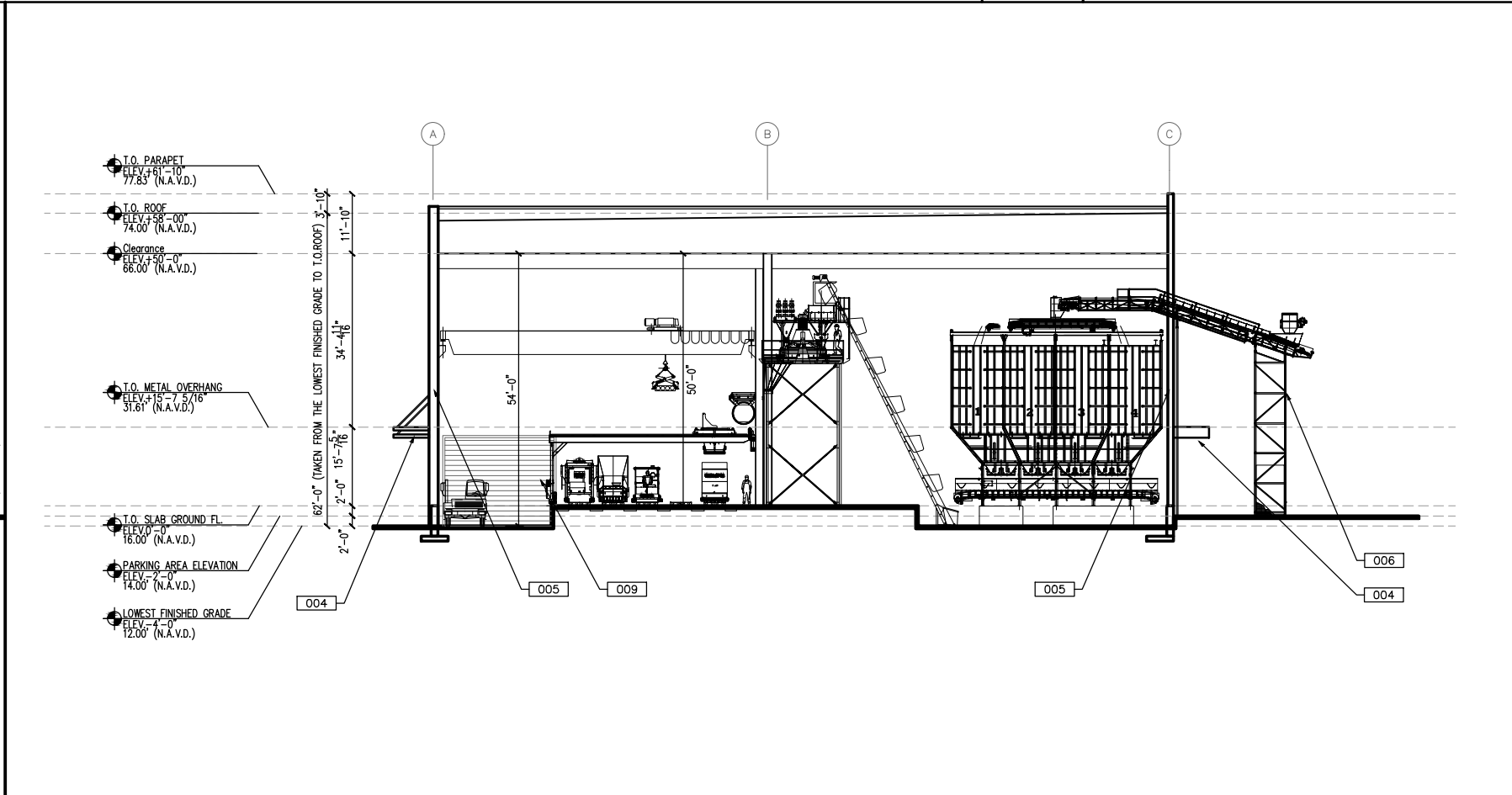
3 WEST ELEVATION (Front)
A1.00 SCALE: 1/32" = 1'-0"



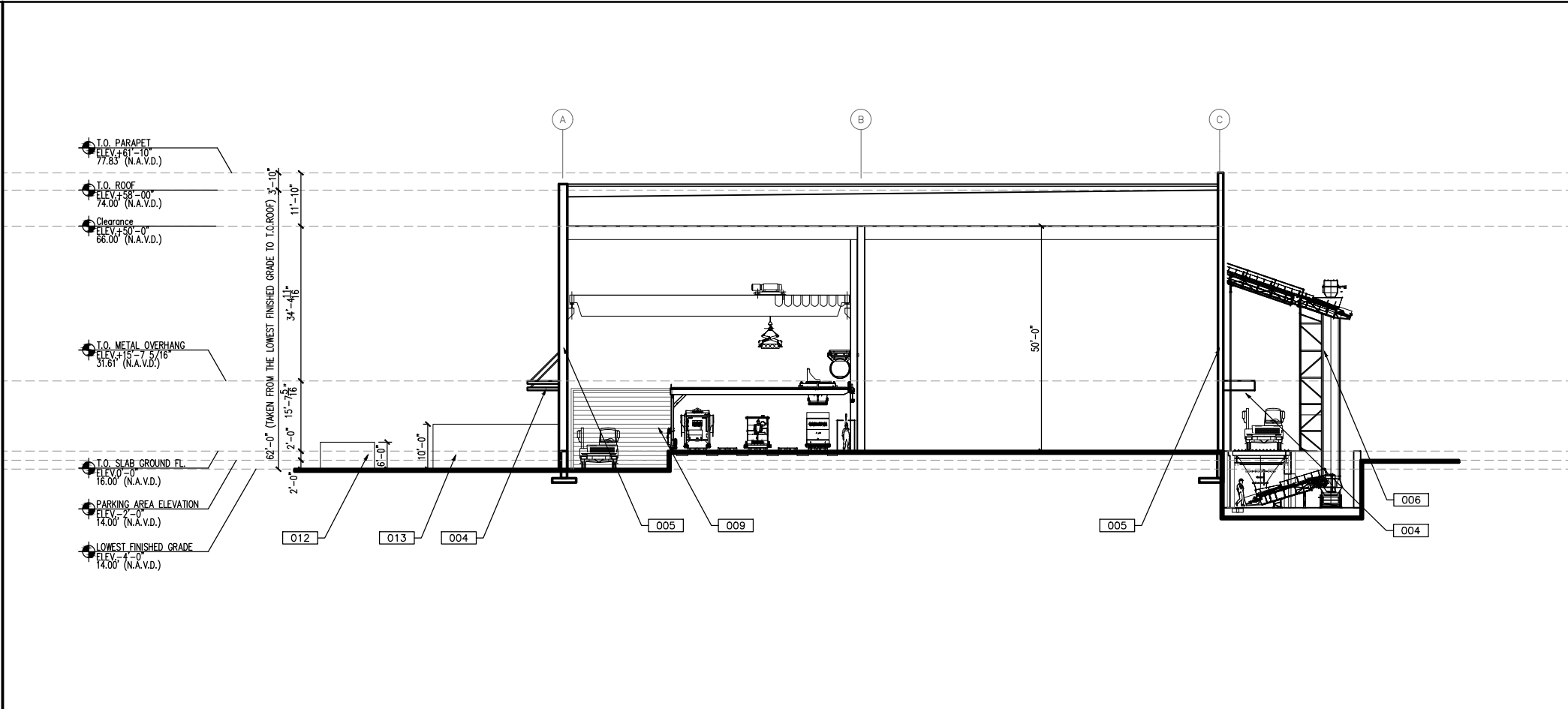
4 EAST ELEVATION (Rear)
A1.00 SCALE: 1/32" = 1'-0"



5 CROSS-SECTION A-A
A1.00 SCALE: 1/32" = 1'-0"



6 CROSS-SECTION B-B
A3.01 SCALE: 1/32" = 1'-0"



7 CROSS-SECTION C-C
A1.00 SCALE: 1/32" = 1'-0"

MATERIAL LEGEND	
001	GLAZING ON ALUMINUM STOREFRONT SYSTEM
002	GLASS WINDOW W/ OPTIONAL IMPACT RESISTANT GLASS IN ALUMINUM FRAME
003	GLAZING ON STOREFRONT SYSTEM
004	ALUMINUM EYEBROW CANOPY
005	PAINTED TILT-UP CONCRETE PANEL (TYP.)
006	CONVEYOR SYSTEM
007	METAL RAILING
008	FUTURE KNOCK OUT PANEL
009	O.H. METAL DOOR
010	SIMULATED WOOD PANELS
011	WALL SIGN
012	DUMPSTERS
013	ELECTRIC ROOM / FIRE ROOM

RLC Architects

14 SE 19 Street, Deerfield Beach, FL 33442
Tel 954 393 6555 Fax 954 395 0007
Web www.rlcarchitects.com

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JUAN C. CAYCEDO, AIA

CONSULTANT
INFO/LOGO

US CRANE AND RIGGING

4251 NW 19 AVENUE
Deerfield Beach, FL 33064
(Folio # 48421510030)

4250 North Powerline Road
Deerfield Beach, FL 33073
(Folio # 484215000160)

REVISIONS

Drawing Title
ELEVATIONS

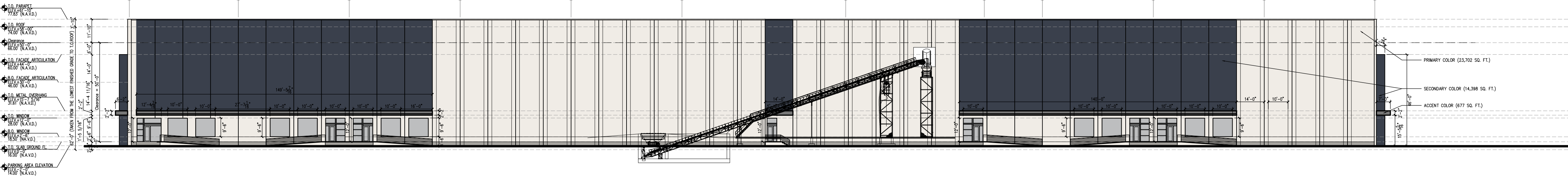
Scale
Project No. 19140.01
Plot Date 6/16/2020

Principal: JC
Project Director: JC
Project Manager: PC
Drafted by:
Checked by:

Sheet No.
A1.00

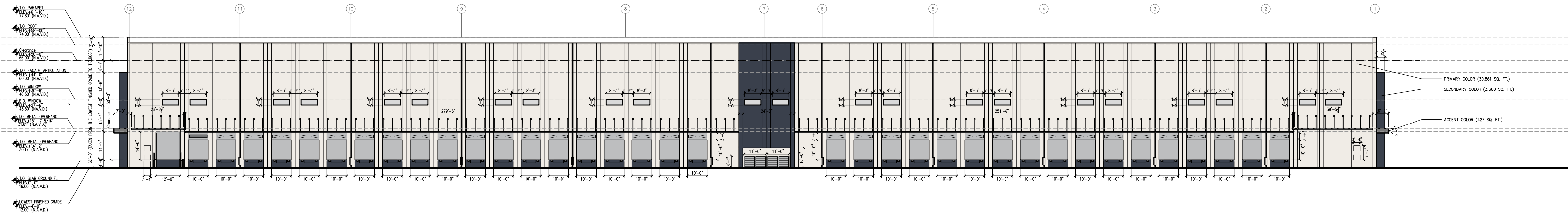
SITE PLAN
APPROVAL
SUBMITTAL
06/17/2020

TOTAL % OF COLOR ON FAÇADE (SQ. FT) BREAK DOWN						
	NORTH E	SOUTH E	WEST E	EAST E	TOTAL	%
PRIMARY COLOR	23,702	30,861	4,903	4,903	64,369	71%
SECONDARY COLOR	14,398	3,360	2,300	2,300	22,358	25%
ACCENT COLOR	677	427	211	211	1,526	2%
SIMULATED WOOD			1,007	1,007	2,014	2%
TOTAL	38,778	34,648	8,421	8,421	90,268	100%



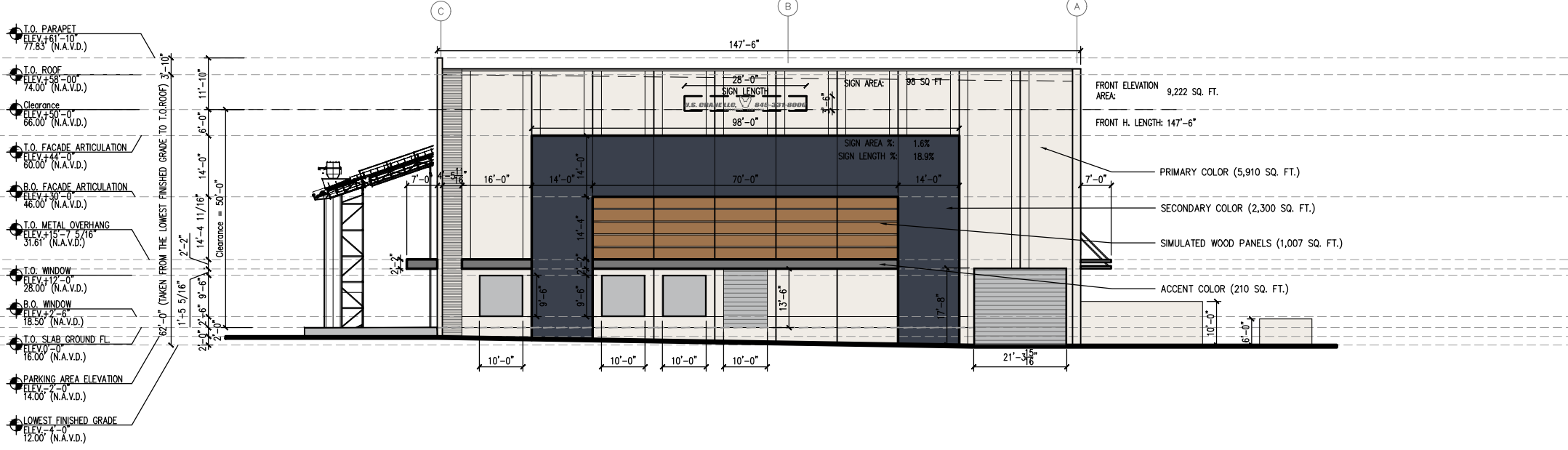
1 NORTH ELEVATION

A1.10 SCALE: 1/32" = 1'-0"



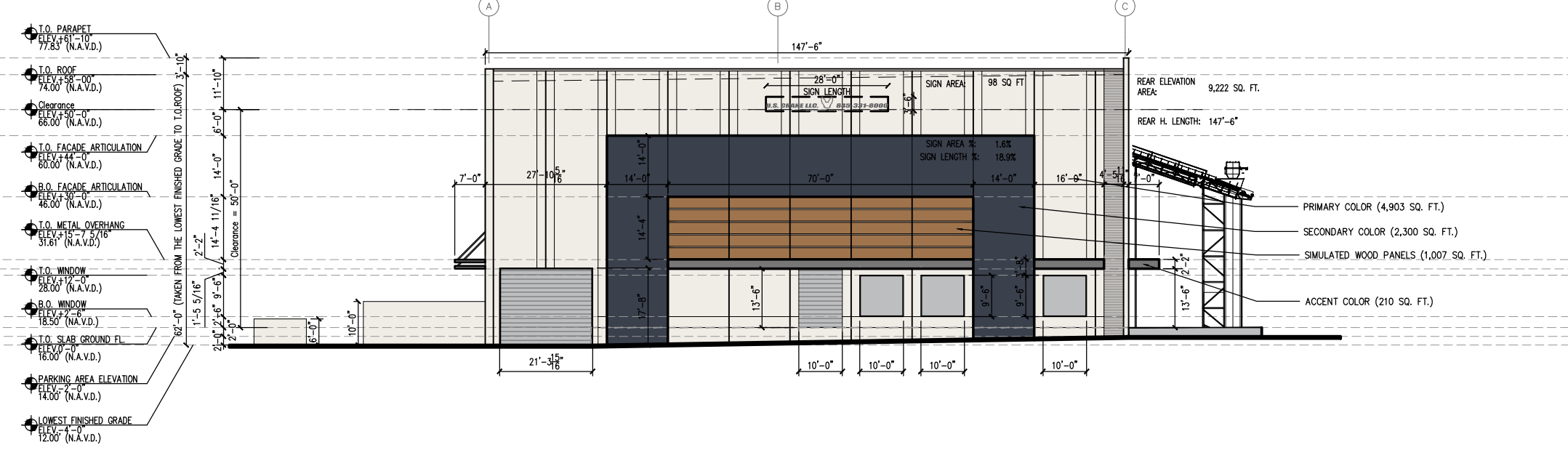
2 SOUTH ELEVATION

A1.10 SCALE: 1/32" = 1'-0"



3 WEST ELEVATION (Front)

A1.10 SCALE: 1/32" = 1'-0"



4 EAST ELEVATION (Rear)

A1.10 SCALE: 1/32" = 1'-0"

COLOR LEGEND

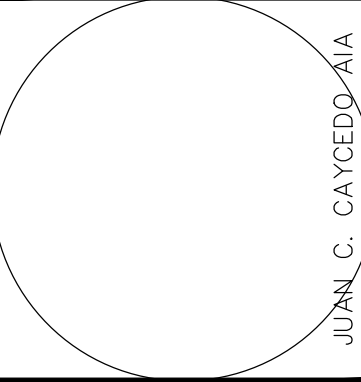
	PRIMARY COLOR SHERWIN WILLIAMS SW 7100 ARCADE WHITE
	SECONDARY COLOR SHERWIN WILLIAMS SW 2739 CHARCOAL BLUE
	ACCENT COLOR BRUSHED METAL FINISH
	SIMULATED WOOD PANELS PRODEMA RUSTIC

SITE PLAN
APPROVAL
SUBMITTAL
06/17/2020

RLC Architects

14 SE 18 Street, Deerfield Beach, FL 33442
Tel: 561.393.6555 Fax: 561.395.0007
Web: www.rlcarchitects.com

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CONSULTANT
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US CRANE AND RIGGING

4251 NW 19 AVENUE
Deerfield Beach, FL 33064
(Folio # 48421510030)

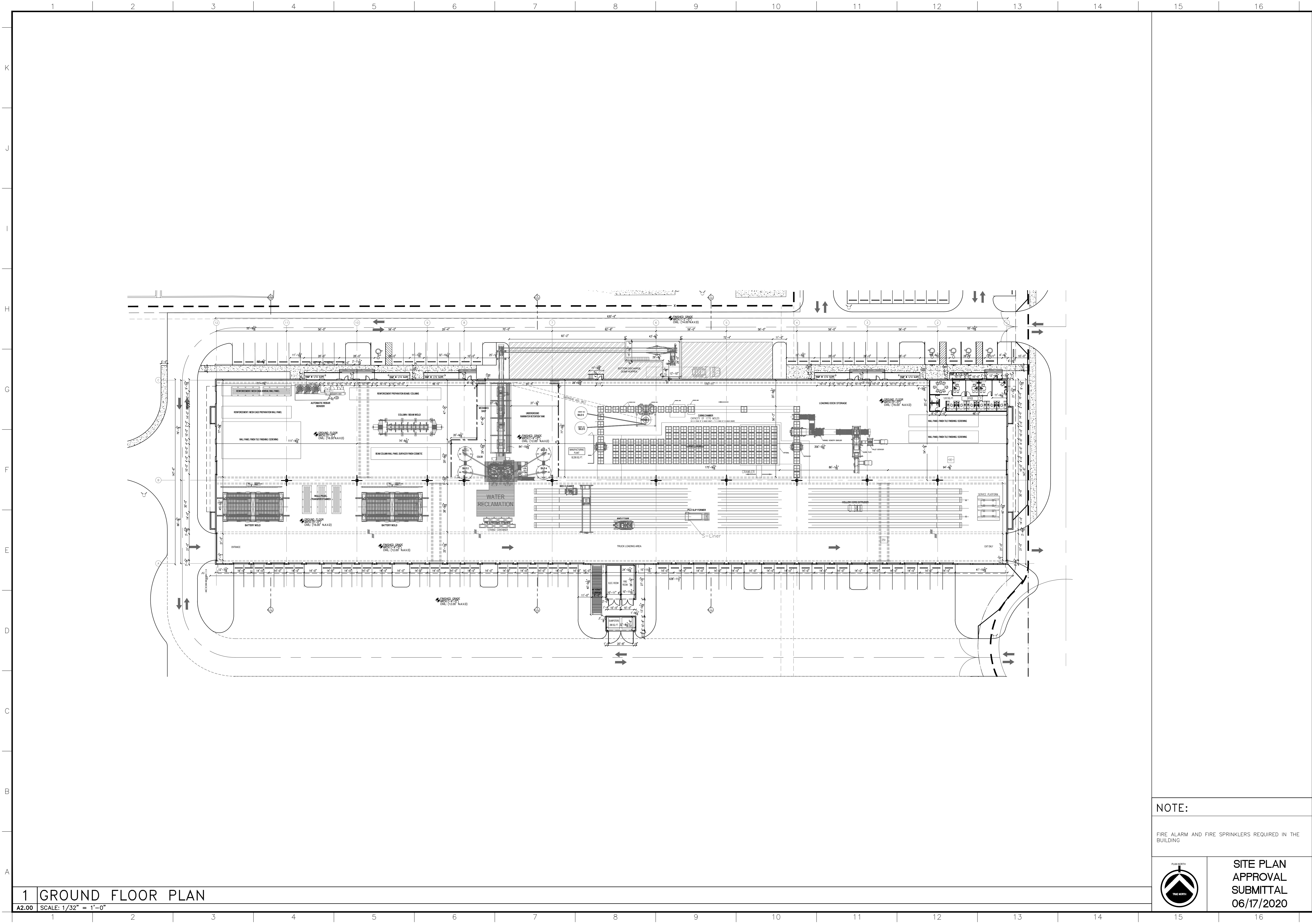
4250 North Powerline Road
Deerfield Beach, FL 33073
(Folio # 484215000160)

REVISIONS

Drawing Title
COLOR ELEVATIONS
Scale
Project No. 19140.01
Plot Date 6/16/2020
Principal: JC
Project Director: JC
Project Manager: PC
Drafted by:
Checked by:

Sheet No.

A1.10

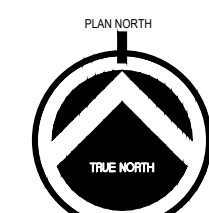


1 GROUND FLOOR PLAN

A2.00 SCALE: 1/32" = 1'-0"

NOTE:

FIRE ALARM AND FIRE SPRINKLERS REQUIRED IN THE BUILDING



SITE PLAN
APPROVAL
SUBMITTAL
06/17/2020

REVISIONS

Drawing Title

GROUND FLOOR
PLAN

Scale
Project No. 19140.01
Plot Date 6/16/2020

Principal: J.C.
Project Director:
Project Manager:
Drafted by: P.C.
Checked by:

Sheet No.

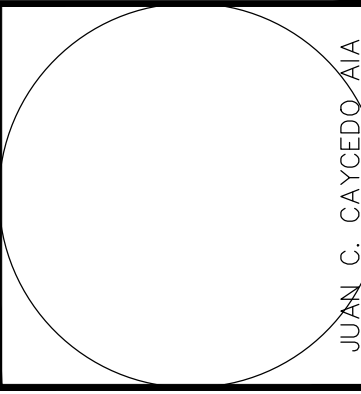
A2.00

US CRANE AND RIGGING

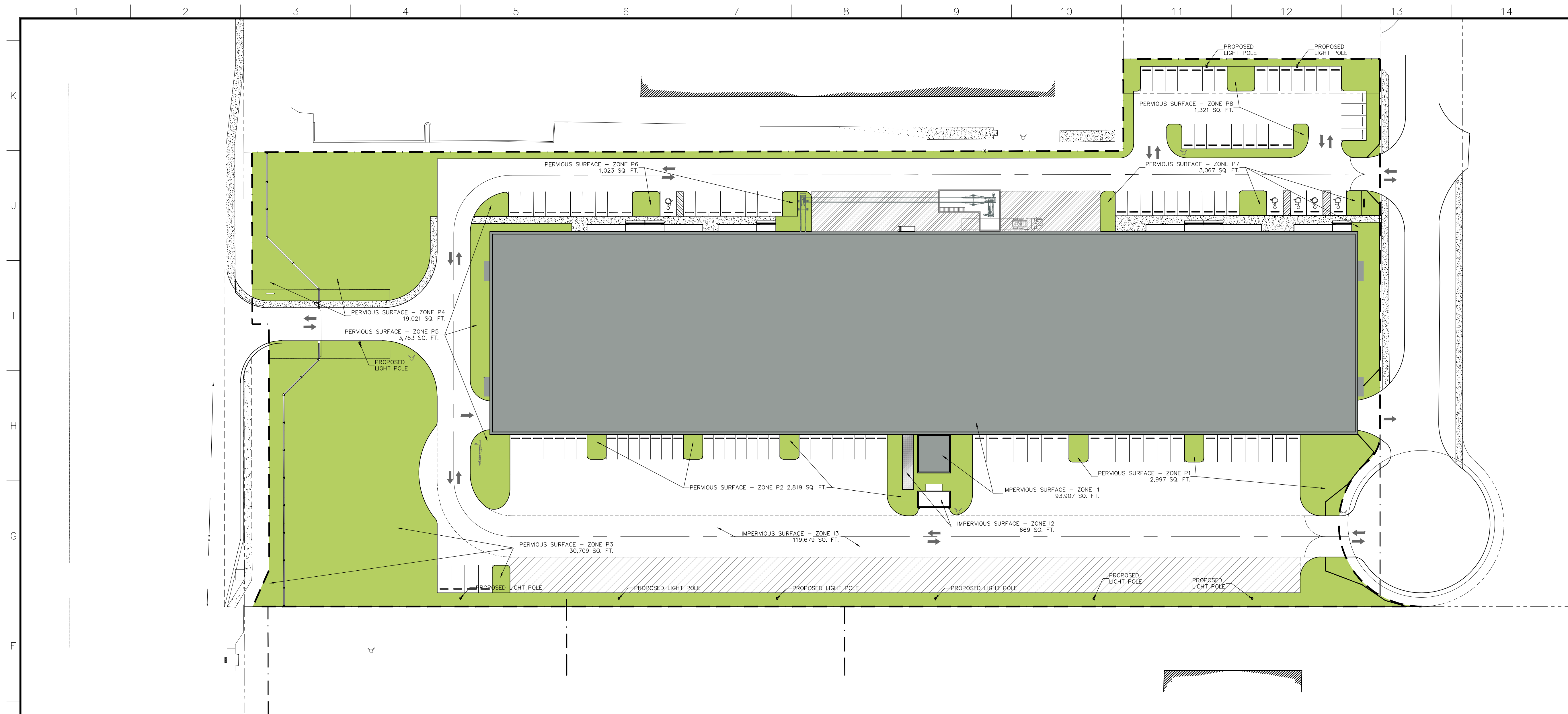
4250 North Powerline Road
Deerfield Beach, FL 33073
(Folio # 484215000160)

4251 NW 19 AVENUE
Deerfield Beach, FL 33064
(Folio # 484215100030)

CONSULTANT
INFO/LOGO



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14 SE 4th Street, Deerfield Beach, FL 33442
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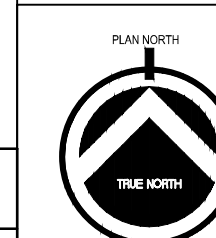
AREA DISTRIBUTION TABLE	
LANDSCAPED AREA CALCULATION	
TOTAL SITE AREA	278,975 S.F.
TOTAL LANDSCAPED AREA REQUIRED	15% for M3c Zoning
TOTAL LANDSCAPED AREA PROVIDED	64,720 SQ. FT. (23.20%)

IMPERVIOUS SURFACES		PERVIOUS SURFACES (LANDSCAPED AREA)	
ZONE 11:	93,907 S.F.	ZONE P1:	2,997 S.F.
ZONE 12:	669 S.F.	ZONE P2:	2,819 S.F.
ZONE 13:	119,679 S.F.	ZONE P3:	30,709 S.F.
Total :	214,555 S.F.	ZONE P4:	19,021 S.F.
		ZONE P5:	3,763 S.F.
		ZONE P6:	1,023 S.F.
		ZONE P7:	3,067 S.F.
		ZONE P8:	1,321 S.F.
		Total :	64,720 S.F.

IMPERVIOUS SURFACES LEGEND			
LEGEND		TOTALS	PERCENTAGE OF TOTAL NET PROJECT SITE
	PERVIOUS SURFACES (LANDSCAPED AREA)	64,720 S.F.	23.20%
	IMPERVIOUS SURFACES (BUILDING COVERAGE)	93,907 S.F.	33.66%
	IMPERVIOUS SURFACES (HARDSCAPE, VEHICULAR USE AREA, CONCRETE PADS AND SITE FEATURES)	120,348 S.F.	43.14%
TOTAL NET AREA		278,975 S.F.	100%

NOTE:
 BUILDING COVERAGE (33.66%) = FLOOR AREA RATIO = 0.336

1	LANDSCAPE PLAN
A3.00	SCALE: 1"=40'-0"



SITE PLAN
APPROVAL
SUBMITTAL
06/17/2020

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14 SE 4th Street, Boca Raton, FL 33432
Tel 561 393 5555 Fax 561 395 0007
Web www.rlcarchitects.com

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US CRANE AND RIGGING

REVISIONS

Drawing Title

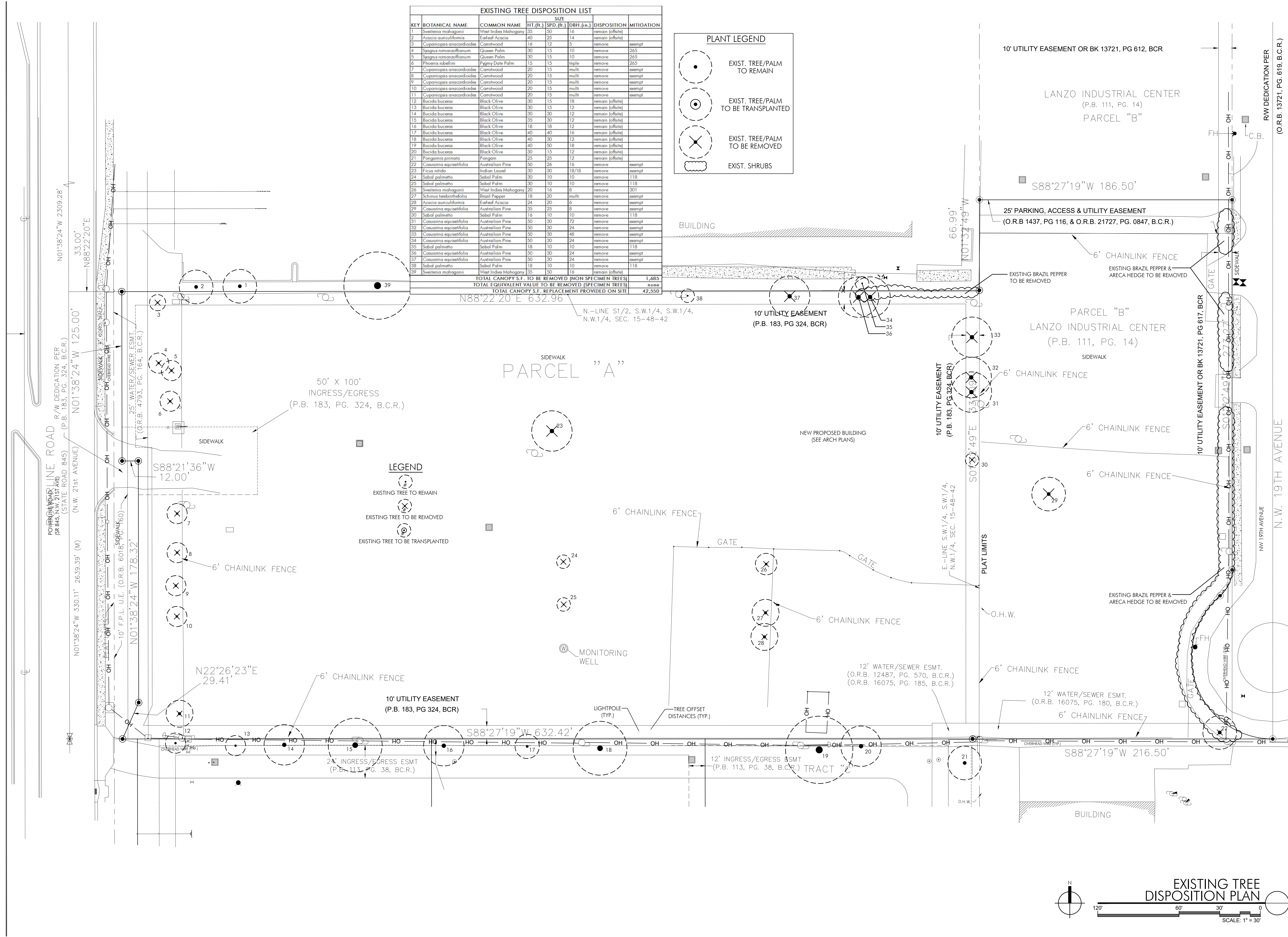
LANDSCAPE PLAN

Scale
Project No. 19140.01
Plot Date 6/16/2020

Principal:	JC
Project Director:	
Project Manager:	
Drafted by:	PC
Checked by:	

Sheet No.

A3.00



EXISTING TREE DISPOSITION LIST									
KEY	BOTANICAL NAME	COMMON NAME	SIZE			DISPOSITION	MITIGATION		
			HT.(ft.)	SPD.(ft.)	DBH.(in.)				
1	Sweetenia mahagoni	West Indies Mahogany	35	50	16	remain (offsite)			
2	Acacia auriculiformis	Earleaf Acacia	40	25	14	remain (offsite)			
3	Cupaniopsis anacardioides	Carowood	16	12	5	remove	exempt		
4	Spargus romanoffianum	Queen Palm	30	15	10	remove	265		
5	Spargus romanoffianum	Queen Palm	30	15	10	remove	265		
6	Phoenix edulis	Pigmy Date Palm	15	15	15	remove	265		
7	Cupaniopsis anacardioides	Carowood	20	15	multi	remove	exempt		
8	Cupaniopsis anacardioides	Carowood	20	15	multi	remove	exempt		
9	Cupaniopsis anacardioides	Carowood	20	15	multi	remove	exempt		
10	Cupaniopsis anacardioides	Carowood	20	15	multi	remove	exempt		
11	Cupaniopsis anacardioides	Carowood	20	15	multi	remove	exempt		
12	Bucida buceras	Black Olive	30	15	18	remain (offsite)			
13	Bucida buceras	Black Olive	30	15	12	remain (offsite)			
14	Bucida buceras	Black Olive	30	30	12	remain (offsite)			
15	Bucida buceras	Black Olive	35	30	12	remain (offsite)			
16	Bucida buceras	Black Olive	18	18	12	remain (offsite)			
17	Bucida buceras	Black Olive	40	40	16	remain (offsite)			
18	Bucida buceras	Black Olive	40	30	12	remain (offsite)			
19	Bucida buceras	Black Olive	40	50	18	remain (offsite)			
20	Bucida buceras	Black Olive	30	15	12	remain (offsite)			
21	Pongamia pinnata	Pongam	25	25	12	remain (offsite)			
22	Casuarina equisetifolia	Australian Pine	50	26	15	remove	exempt		
23	Ficus nitida	Indian Laurel	30	30	18/18	remove	exempt		
24	Sabal palmetto	Sabal Palm	30	10	10	remove	118		
25	Sabal palmetto	Sabal Palm	30	10	10	remove	118		
26	Sweetenia mahagoni	West Indies Mahogany	20	16	8	remove	301		
27	Schinus terebinthifolia	Brazil Pepper	18	20	multi	remove	exempt		
28	Acacia auriculiformis	Earleaf Acacia	24	20	6	remove	exempt		
29	Casuarina equisetifolia	Australian Pine	35	25	8	remove	exempt		
30	Sabal palmetto	Sabal Palm	16	10	10	remove	118		
31	Casuarina equisetifolia	Australian Pine	50	30	24	remove	exempt		
32	Casuarina equisetifolia	Australian Pine	50	30	24	remove	exempt		
33	Casuarina equisetifolia	Australian Pine	50	30	48	remove	exempt		
34	Casuarina equisetifolia	Australian Pine	50	30	24	remove	exempt		
35	Sabal palmetto	Sabal Palm	18	10	10	remove	118		
36	Casuarina equisetifolia	Australian Pine	50	30	24	remove	exempt		
37	Casuarina equisetifolia	Australian Pine	50	30	24	remove	exempt		
38	Sabal palmetto	Sabal Palm	18	10	10	remove	118		
39	Sweetenia mahagoni	West Indies Mahogany	35	50	16	remain (offsite)			
TOTAL CANOPY S.F. TO BE REMOVED (NON SPECIMEN TREES)							1,685		
TOTAL EQUIVALENT VALUE TO BE REMOVED (SPECIMEN TREES)							none		
TOTAL CANOPY S.F. REPLACEMENT PROVIDED ON SITE							42,550		

PLANT LEGEND

- EXIST. TREE/PALM TO REMAIN
- EXIST. TREE/PALM TO BE TRANSPLANTED
- EXIST. TREE/PALM TO BE REMOVED
- EXIST. SHRUBS

GARDNER + SEMLER
LANDSCAPE ARCHITECTURE
WWW.GSLADESIGN.COM

17670 NW 78th AVE., SUITE 214
MIA MI, FL 33015
P 305.392.1016 F 305.392.1019
CORP. ID# 0000266

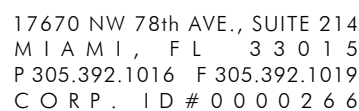
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4250 North Powerline Road and NW 19th Avenue
Deerfield Beach, FL 33073

REV.	
FOUO #:	4842 15 00 0160 and 4842 15 11 0030
TITLE	EXISTING TREE DISPOSITION PLAN
DATE	3.24.2020
SCALE	as noted
SHEET	LA0.01

Ken Gardner
Kiehl Semler

FLA #1569
FLA #667205



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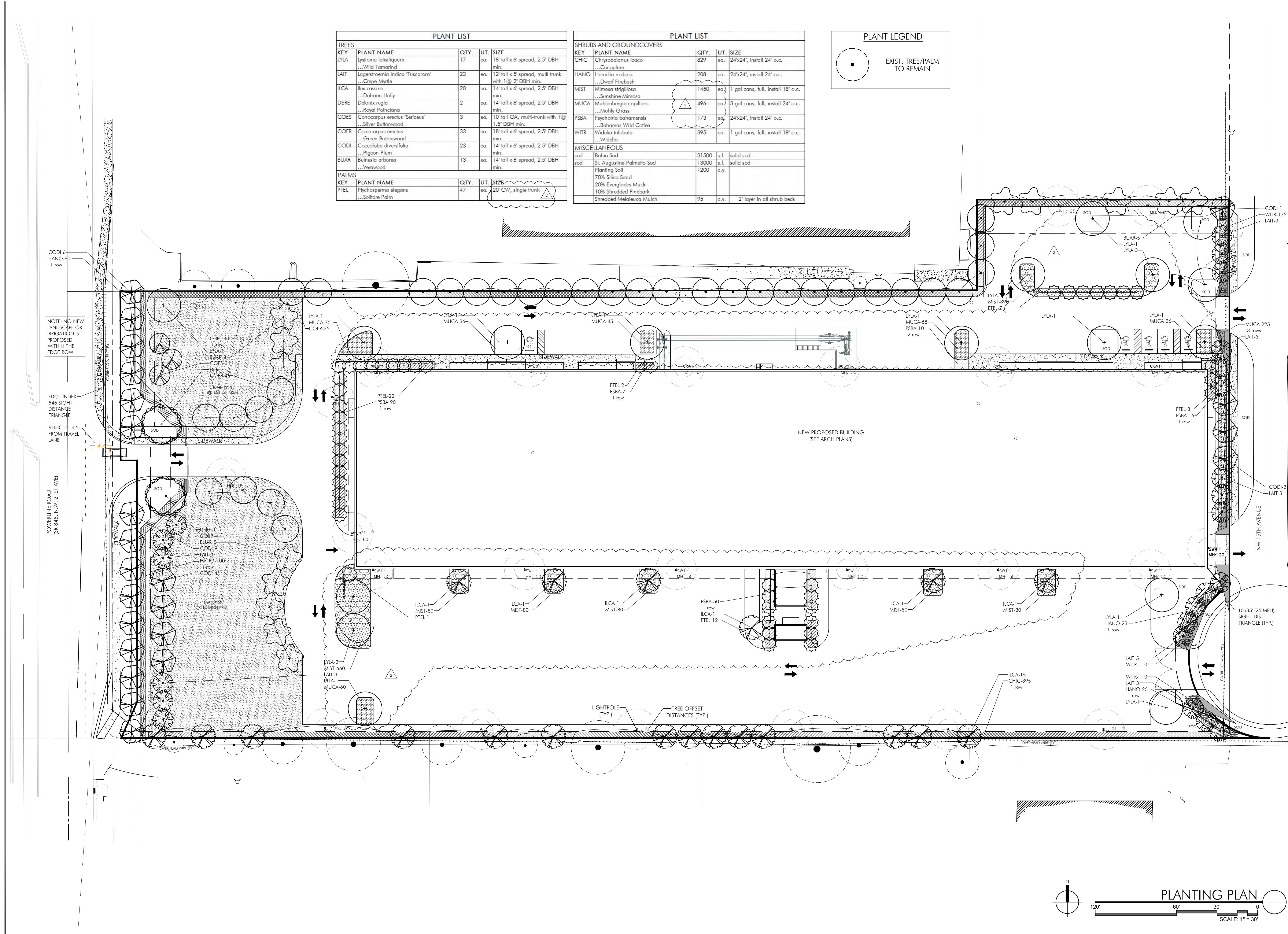
US CRANE AND RIGGING
4250 North Powerline Road and NW 19th Avenue
Deerfield Beach, FL 33073

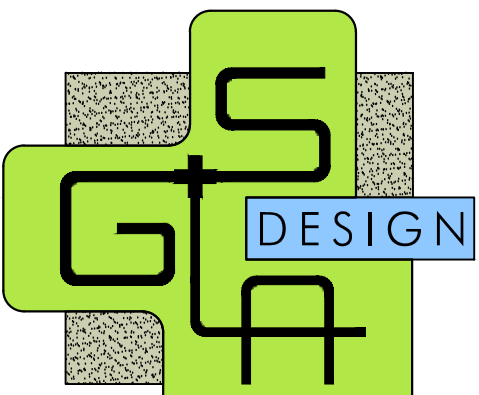
	06.12.2020	CITY COMMENTS
	05.01.2020	CITY COMMENTS
REV.		

FOLIO #: 4842 15 00 0160 and 4842 15 11 003

PLANTING PLAN

Ken Gardner	FL LA #154
Kiehl Semler	FL LA #666720
DATE	3.24.2021
SCALE	as note
SHEET	LA1.0

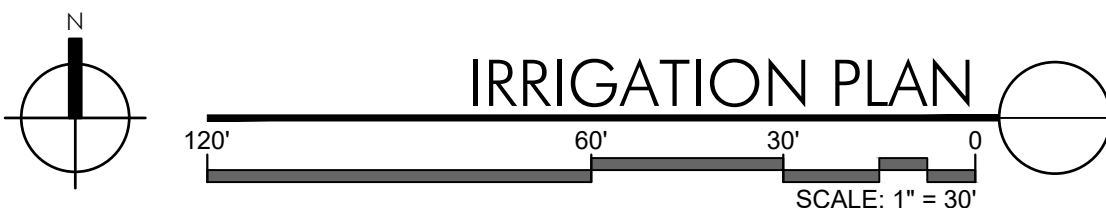
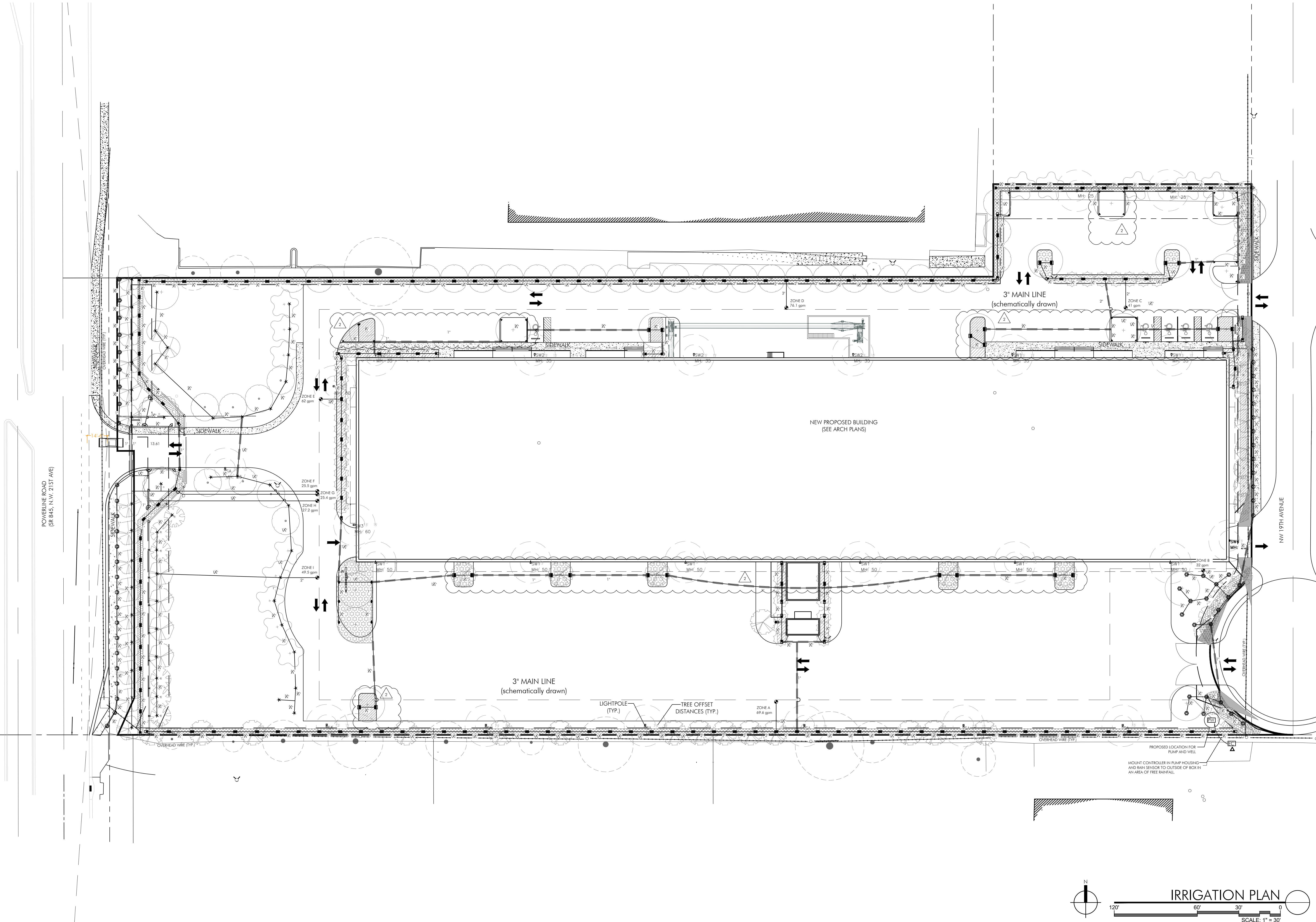




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Deerfield Beach, FL 33073

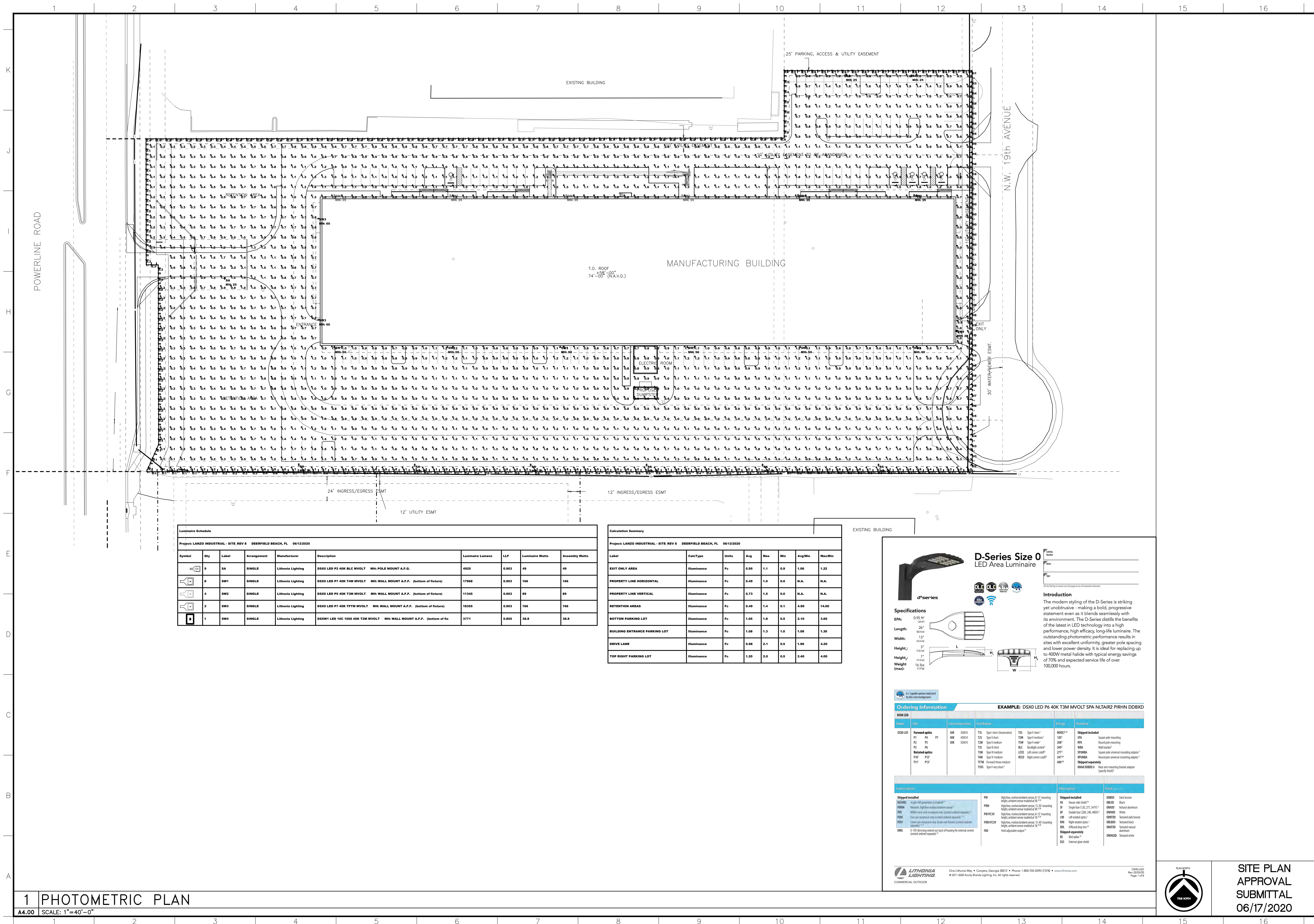


△	06.12.2020	CITY COMMENTS
△	05.01.2020	CITY COMMENTS
REV.		

FOUO #: 4842 15 00 0160 and 4842 15 11 0030

TITLE
IRRIGATION PLAN

Ken Gardner Karl Semler	FL LA #1569 FL LA #6667205
DATE	3.24.2020
SCALE	as noted
SHEET	LA2.01





Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	20-M3c-20
Project Name:	U.S. Crane and Rigging
Applicant:	4250 Powerline Road, LLC.
Agent:	Neal Kalis, Esq.
Requested Action/Description:	Site Plan application seeking approval to construct a 93,907 s.f. pre-cast concrete manufacturing plant.
Location:	4250 N Powerline Rd.; 4251 NW 19 th Ave..
Legal Description:	15-48-42 S1/2 OF SW1/4 OF SW1/4 OF NW1/4 LESS R/W FOR POWERLINE RD; LANZO INDUSTRIAL CENTER 111-14 B POR PAR B DESC AS:BEG SW COR PAR,N 398.08,E 186.5,S 273.27 SLY ARC 21.68,SWLY ARC 146.27, E 216.51 TO POB.
Size:	+/- 7.305 acres (gross)
Existing Zoning:	M3c (Intense Manufacturing and Industrial District)
Existing Use:	Outdoor storage
Future Land Use Plan Designation:	Industrial
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Industrial Building	M-3c(Intense Manufacturing and Industrial District)
East: Industrial Business Complex	M-3c(Intense Manufacturing and Industrial District)
South: Industrial Business Complex	M-3c(Intense Manufacturing and Industrial District)
West: Waste Management Facility	A-6(Agricultural Disposal District)
Applicable Regulations:	Broward County Land Development Code
Plat Restrictions:	This plat is restricted to outdoor storage use. Industrial uses may have up to 30%-

50% ancillary office or up to 30% ancillary commercial/office use per bay or single tenant building upon satisfaction of transportation concurrency fees. No freestanding office or commercial uses are permitted without the approval of the Board of County Commissioners who shall review and address the uses for increased impacts.

Department Comments & Requirements

REQUEST:

The applicant, 4250 Powerline Road, LLC, is seeking approval of a major site plan application to construct a 93,907 square foot pre-cast concrete products manufacturing plant.

BACKGROUND:

The property is located at 4250 N Powerline Rd. and 4251 NW 19th Ave. in the M3c (Intense Manufacturing and Industrial District) zoning district and is approximately 318,243 square feet (7.305 gross acres) in area. The existing principal use of the site is outdoor storage; 14,930 square feet will remain as such on the proposed site plan.

Although not within the purview of Planning and Zoning Board, a separate easement abandonment application (20-A-196) is being reviewed concurrently with this application and subject to City Commission approval to accommodate the proposed development.

The applicant submitted a vehicular trip generation analysis for the proposed redevelopment, which estimated an additional 365 daily trips, 58 A.M. and 73 P.M. peak hour trips. A traffic impact analysis was not required since the proposed development does not exceed 500 trips per day.

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

On July 22, 2020, the Community Appearance Board approved the proposed development plan.

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. Staff DRC comments are attached to this report (see attached).

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. Manufacturing is permitted within this designation and the proposed use is 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 M-3c zoning district. The proposed concrete manufacturing facility use complies with the Broward County Land Development Code 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 M-3c zoning district. The adjacent uses, structures and activities surrounding the parcel include recycling and waste facilities to the west, and industrial businesses to the north, east, and south.

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

The proposed site plan demonstrates a fully enclosed principal structure. The height of the principal structure is 62 feet (62'-0") with a gross floor area of 93,907 square feet. It is proposed to be setback 156'-2" feet from the west property line adjacent to Powerline Road.

The proposed 14,930 square feet of outdoor storage is designated along the southern portion of the property.

The proposed location, dimensions, height and floor area of the building and outdoor storage 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;

Access is proposed from both Powerline Road and NW 19th Avenue; one two-way driveway on Powerline Road, two two-way driveways along NW 19th Ave, and one one-way (exit only) onto NW 19th Ave. The Applicant states that trucks delivering raw materials will enter from either Powerline Road or NW 19th Ave and circulate around the site toward the north portion of the building, where the storage tank is located. Trucks will then exit onto NW 19th Ave. Similarly, trucks collecting the finished products may enter from either roadway; however, they will circulate towards the southwest loading entrance into the building and exit onto NW 19th from the designated one-way access. Employees and passenger vehicles may access the site from either roadway.

The site plan proposes one hundred and fourteen (114) parking spaces on site, exceeding the one hundred and thirteen (113) 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 storage use; however, it is consistent with the surrounding area and minimal impacts are expected.

A vehicular trip generation 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 with an estimated 365 daily trips based on the proposed development; 58 A.M. and 73 P.M. peak hour trips.

The proposed hours of operation are 6 A.M. – 5 P.M., Monday through Sunday. Minimal noise is expected as a result of operational functions. The proposed outdoor lighting is in compliance with lighting standards in the Code.

(e) Alteration of light and air;

The proposed development is not anticipated to impact lights and airflow. The principle use is proposed within the fully enclosed structure.

(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 County M-3 (Intense Manufacturing and Industrial) zoning district, with principal building setbacks measuring approximately 27'-9" feet from the north property line, 156'-2" feet from the west property line adjacent to Powerline Road, 12'-0" feet from the east property line, and 97'-1" feet from the south property line. Landscaping and related screening are included on the plans.

(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.

(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 20-M3c-20 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 County's Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	U.S. Crane and Rigging	Application No.:	20-M3c-20
Reviewer Name:	Jenna Lane	Project Address:	4250 N Powerline Rd. & 4251 NW 19th Ave.
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	7-7-20		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	The site plan application affects two parcels, including 4251 NW 19 th Ave. The additional address and folio number needs to be referenced on the application and the plans.
1.a.	Comment addressed.
2.	According to the Broward County Property Appraiser, the subject property contains two parcels. Parcels must be combined through Broward County Property Appraiser be or recorded via unity of title with Broward County. If combined, revise application and plans to reflect updated address and folio.
2.a.	Comment acknowledged.
3.	This property is subject to Broward County transportation concurrency approval, based on the level of development intensity shown on the plat for this site. At this time, the applicant is advised to verify with Broward County whether an amendment to the restrictive note on the plat is required. Plat note amendments also require City approval pursuant to subsection 98-17 of the Land Development Code. The issuance of building permits may be delayed until such requirements are satisfied.
3.a.	Comment addressed.
4.	Section 98-17 (8)(9) of the Deerfield Beach Code of Ordinances requires that new development provides a public safety impact fee to be used for law enforcement and fire/rescue services. A certificate of occupancy shall not be granted unless the public safety impact fee is paid. The fee shall apply to new residential dwelling units and, for non-residential development, the construction of new buildings or additions to buildings which increase square footage by more than 50%. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. a. Fire Rescue \$ 1555.10 b. Police \$ 1070.54 Impact fees are subject to change based on square footage demonstrated on approved site plan.
4.a.	Comment acknowledged. The fees have been listed above.

Development Plan Application Comments

5.	Community Appearance Board approval is required prior to approval of a major site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
5.a.	Comment acknowledged.
6.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed project by the City's Traffic Engineering consultant. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required for the traffic engineering review of this site plan will be determined upon receipt of the revised analysis.
6.a.	Traffic review comments are forthcoming. The cost recovery fee for review of the trip generation is \$1,000.00 to be paid to the City of Deerfield Beach upon resubmittal.
6.b.	Comment acknowledged.
7.	The site plan included with the Trip Generation Analysis conflicts with the site plan submitted for DRC review. Revise the Trip Generation Analysis to utilize the current site plan consistent with the plans provided in the application submittal. Upon receipt of the revised Analysis, Staff will provide the applicant with a cost estimate for the traffic review.
7.a.	Refer to Comment 6 above.
7.b.	Comment acknowledged.
8.	Confirm whether outdoor storage is proposed on the site as it was not clearly specified in the narrative when describing business operations (i.e. curing process). Revise the narrative to clarify if outdoor storage is proposed and demonstrate the location of the outdoor storage on the site plan, if applicable.
8.a.	Comment addressed.
9.	The project coordinator, Jenna Lane, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email, to the project coordinator, any conversation or contact the applicant has with a separate division or department of the City.
9.a.	Comment acknowledged.
10.	All resubmittals must provide a written narrative responding to all comments.
10.a.	Comment addressed.

B.

COVERPAGE:	
1.	Index is inconsistent with required order of plan set. Per Section 98-13(8), the plan set should be in the following order: cover page, survey, site plan, elevations, floor plans, landscape plan, irrigation plan, and photometric plan. Revise the order of the plan set and the index on the cover page to meet Code requirements. Additional sheets that may be necessary to provide further detail may be included behind the required sheet (ie site plan, <i>then</i> site plan details). Revise sheet

Development Plan Application Comments

	numbers to reflect corrected order.
1.a.	Comment addressed.
2.	Folio numbers for the subject properties were not provided. Per Section 98-13(8)(a)(1) Provide the name of project, address and folio number.
2.a.	Comment addressed.
3.	Per Section 98-13(8)(a)(3) Location map provided on cover page shall demonstrate adjacent land use and zoning and all curbs and median cuts within 300 feet.
3.a.	Comment addressed.
4.	Remove conceptual engineering sheets from the site plan set and omit reference to the sheets from index.
4.a.	Comment addressed.
5.	Cover page does not include property owner information. Per Section 98-13(8)(a)(5) Provide contact information of the applicant, property owner, and architect/engineer of record.
5.a.	Comment addressed.

C.

SURVEY:	
1.	Survey demonstrates a 25-foot Parking, Access, and Utility Easement as well as a 25-foot Utility Easement associated with the following Schedule B II Title Exceptions: 27. Declaration of Easement recorded in the O.R. Book 18229 Page 661 Public Records of Broward County, FL (as to Parcel 2) (Does not affect parcel); and 28. Easement Agreement recorded in O.R. Book 21727 Page 847, Public Records of Broward County, Florida (As to Parcel 2)(Does not affect parcel)” Provide copy of legally recorded document referenced in notation 27(O.R. Book 21727 Page 847) and clarify how the easements do not affect parcel.
1.a.	Comment addressed.

D.

SITE PLAN:	
1.	Only the net area was provided in the site data calculations. Per Section 98-13(8)(c)(16) Site data table is missing the following information: ☐ Gross and net square footage (as well as acreage) of total site
1.a.	Comment addressed.
2.	The Land Use and Current Zoning District were incorrectly listed in the General Site Data Table. Correct the <i>Land Use Designation</i> from M3 to Industrial and the <i>Current Zoning District</i> to M-3c.
2.a.	Comment addressed.
3.	Location of proposed fencing and wall may conflict with clear-site intersection requirements. Per Code Section 98-77 No fences, walls or hedges may be located within the intersection sight-triangle as set forth in this code intersection visibility: “the triangle formed by the street lot lines of such lot and a line drawn between the points along such street lot lines 30 feet distant from their point of intersection”(Refer to Code Section 98-71(b)). Provide site intersection visibility triangles on site plan to ensure proposed fencing and wall comply with Code.
3.a.	Comment addressed.

Development Plan Application Comments

4.	Confirm whether gate demonstrated along Powerline Rd. is proposed to regulate vehicular access as it is located within landscape buffer.
4.a.	Comment addressed.
5.	The site plan tables provide two conflicting areas for the proposed building ("Minimum Floor Area: 93,908.1 SF", "Total Gross Floor Area: 94,196". Revise the calculations within the tables to accurately reflect the area proposed for the building.
5.a.	Comment addressed.
6.	Signage must comply with Chapter 102-8(c)(2) of the City's Land Development Code. Revise the proposed signage and applicable data tables to reflect compliance with the Code requirements.
6.a.	Comment addressed.
7.	A notation provided on the site plan states, "All utility lines to be underground." However, existing utility poles are demonstrated within access points along NE 19 th Ave and Powerline Rd, as well as on the lane along the northwestern portion of the property. Confirm whether existing poles will be removed or revise the plans to ensure poles will not obstruct access into or within the site.
7.a.	Comment addressed. Light poles are noted to be removed.
8.	Provide dimensions of all proposed access points along NW 19 th Ave.
8.a.	Comment addressed.
9.	Parking calculations were derived for warehouse use which is inconsistent with the proposed use of manufacturing as demonstrated on the site plan. Per Schedule B of the City's Land Development Code, manufacturing requires 1 parking space per 500 SF for the first 10,000 SF, plus 1 parking space per 1,000 SF for over 10,000 SF.
9.a.	Comment addressed.
10.	Provide dimensions and square footage of each proposed use, ensuring all proposed uses with different parking ratios are clearly defined and consistent with the site data table and all sheets within plans set.
10.a.	Comment not addressed. Outdoor storage was not reflected in parking calculations. Revise the site data table and parking calculations to include square footage of proposed outdoor storage, including both the required and proposed spaces. Please note per Schedule B of the Land Development Code, one space per 5,000 SF of outside storage area plus one space per truck, trailer etc. used in conjunction with the business is required.
10.b.	Comment addressed. Parking calculations reflect all uses proposed in scope.
11.	Remove truck turn radii from site plan and relocate to the traffic plan.
11.a.	Comment addressed.
12.	Setbacks demonstrated on plans and data table do not reflect correct setback measurements. Provide setbacks as measured from the minimum distance of the proposed structures to the property lines. Note that overhangs and canopies are not considered part of the building when measuring building setbacks.
12.a.	Comment not addressed. North property line must be measured to the nearest distance from the proposed structures to the property line, which would be the "dump hopper".
12.b.	Comment addressed.
13.	Proposed lighting was not demonstrated on the site plan. Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
13.a.	Comment addressed.
14.	Ensure consistency with traffic flow/markings throughout sheets within plan set.
14.a.	Comment addressed.

Development Plan Application Comments

15.	Demonstrate location of outdoor storage, if proposed. Ensure the plans clearly delineate the roadway from the outdoor storage area.
15.a.	Comment addressed.
NEW COMMENTS 6/3/2020	
1.	Only one address was provided on Site Plan sheet AS1.00. Provide both physical addresses in site data details referenced on sheet AS1.00.
1.a.	Comment addressed.
2.	Parking ratio calculations provided on Site Plan sheet AS1.00 and the parking space details on sheet AS1.10 are incorrect. Per 98-88(n), parking ratios demonstrated on site data table indicate 95.7% of the parking spaces are industrial compact. Proposed parking shall meet the following ratios: 25% industrial compact(16'x8'), 50% commercial compact(18'x9'), and 20% standard (20'x10'). Revise plans and data tabulations to reflect Code requirements.
2.a.	Comment addressed.
3.	Location of "temporary staging area" to be discussed during DRC meeting.
3.a.	Comment acknowledged.

E.

ELEVATIONS:	
1.	Building is demonstrated as being constructed with only one building material: aluminum. Per Code Section 78-7(b)13.(c) A minimum of two building materials shall be proposed. Revise the plans to demonstrate a minimum of two building materials proposed for the structure.
1.a.	Comment addressed.
2.	Proposed signage exceeds maximum allowable sign area per Code Section 102-8(c)(2). Revise proposed signage on the elevations to reflect compliance with the Code.
2.a.	Comment addressed.
3.	Provide elevation details of the proposed precast wall (including the signage), fencing, and gates demonstrated on the site plan. Additionally, provide sign details and dimensions for proposed privacy wall signage on elevation sheets.
3.a.	Comment addressed.
4.	Height is measured incorrectly. Provide height as measured from the established grade at the center of the front of the building to the highest point of the roof surface for a flat roof. Ensure site data table and all applicable sheets are consistent with revised elevations.
4.a.	Comment not addressed. Height, as provided on elevations, is demonstrated from the top of the parapet and from neither of the two finished grades. Revise the elevations to only demonstrate one finished grade and demonstrate the height measured from the finished grade from center of the front of the building to the top of the roof, not the parapet.
4.b.	Comment addressed.
NEW COMMENT 5/28/20	
1.	Elevation sheets do not demonstrate complete dimensions of proposed architectural features (windows, eyebrows, doors, etc.) proposed on building. Revise elevation sheets to demonstrate dimensions of all features proposed on the building.
1.a.	Comment addressed.

Development Plan Application Comments

F.	FLOOR PLANS:	
	1.	Provide labels for all objects and permanent features demonstrated on the floor plan (i.e. rectangular objects along the interior drive-through lane and to the left of the water reclamation area, walkways, canopies, etc.). Ensure floor plans are consistent with site plan and all other applicable sheets within the plan set.
	1a.	Comment addressed.

G.	PHOTOMETRIC PLAN:	
	1.	Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing maximum height, building material and color.
	1.a.	Comment addressed.
	2.	Photometric plan does not demonstrate photometrics for entire site. Revise sheet to include photometrics for entire property within boundaries.
	2.a.	Comment addressed.

H.	CIRCULATION PLAN	
	1.	The dashed lines demonstrated on the circulation plan were not labeled or identified in the legend. Revise the legend to identify what the dashed lines represent. Additionally, Staff recommends providing additional flow lines to demonstrate the following: a. traffic circulation by vehicle type; and b. vehicles' ability to exit onto Powerline Rd. consistent with the two-way access demonstrated on site plan.
	1.a.	Comment addressed.
	2.	Provide a narrative clarifying truck circulation and traffic, as it appears the trucks exit the site then reenter the site at the cul-de-sac.
	2.a.	Comment partially addressed. Traffic review comments are forthcoming and will be supplied to the Applicant when available.
	2.b.	Comment addressed.
	3.	Confirm whether any trucks and/or other vehicles (i.e. employee cars) will be entering the property from NW 19 th Ave.
	3.a.	Comment addressed. Circulation plan demonstrates both employee vehicular traffic and commercial trucks will be accessing the site from NW 19 th Ave.
	4.	Refer to comment 11 in table D.- <i>Site Plan</i> regarding truck turn radii.
	4.a.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	US Crane and Rigging	Application No.:	20-M3C-20
Reviewer Name:	Harold Hoyte	Project Address:	4250 N Powerline Road
Department/Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	7/2/20		
Submittal No.:	3		

A. LANDSCAPING PLAN:	
1.	Per Section 98-80 (e) (9). 6 interior islands are required, 4 are provided. Add 2 islands.
1.a	Per Section 98-80 (e) (9). 11 interior islands are required, 9 are provided. Add 2 islands. Comment not addressed.
1.b	Comment Addressed
2.	Per Section 98-80 (e) (8).,9 terminal islands are required, 9 are provided. Add 1 island and associated landscape.
2.a	Comment Addressed
3.	Per Section 98-80(e)(12), add light poles to the plan. Note, no light poles shall be located within 15 feet of a canopy tree or within 7 1/2 feet of a palm species or small tree.
3.a	Trees in North East need to be moved outside offset for light poles. Comment not addressed.
3.b	Comment Addressed
4.	Per Section 98-80 (e)(14) e., height of trees and palms in relation to the height of buildings. Revise the plant list, showing that 56 trees or palms meet the 18 feet height for trees and graywood for palms requirement.
4.a	50 trees meet this requirement; palms do not count as they are not specified in graywood. Revise plant list. Comment not addressed.
4.b	Comment Addressed
5.	Show correct sight triangles per Section 98-80 (i)(4).
5.a	Comment Addressed
6.	Add location of utilities and overhead wires to the landscape plan.
6.a	Comment Addressed
7.	Add labels to the plan. For example, street names, buildings, sidewalk and the like.
7.a	Comment Addressed
8.	Add St. Augustine sod, not Bahia to the landscape areas at grade; retention areas can be Bahia.

Development Plan Application Comments

8.a	Comment Addressed
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B.

IRRIGATION PLAN:	
1.	Show location of rain sensor and detail.
1.a	Comment Addressed



DEVELOPMENT REVIEW COMMITTEE

Project Name:	U.S. Crane and Rigging Major Site Plan	Application No.:	20-M3C-20
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	07-02-2020		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Any revisions to the Conceptual Engineering Plans, must be indicated by clouds and a response to the all comments under section B, below, must be submitted in writing and include the original comment.
1.a	COMMENT ADDRESSED
2.	Applicant must obtain Letters of No Objection from Broward County, Broward County WWS and any impacted utility owners for the vacation of the portion of the existing, Platted (PB 138 Pg. 324) 10 Ft. Utility Easement conflicting with the proposed development and make provision for existing utility encumbrances not covered by any disclosed legal instrument as shown on the Boundary and Topographic Survey, provided with this application for Easement Vacation sign off. A Sketch and Legal description of the proposed Easement Vacation must be prepared by Florida Registered Land Surveyor to accompany this application.
2.a	COMMENT ADDRESSED

B. CONCEPTUAL ENGINEERING PLAN:

1.	Refer to City of Deerfield Beach Code Sec. 98-83. – Grades and Elevations. for Finish Floor establishing criteria. If FEMA BFE controls, any portion of the proposed building is located inside FEMA designated Flood Zone AH with a BFE of 15 NAVD, the minimum FF Elevation shall be 16 NAVD per the Florida Building Code and ASCE 24 guidelines.
1.a	COMMENT ADDRESSED

ENVIRONMENTAL SERVICES DEPARTMENT

2.	The applicant shall propose a pavement reconstruction design in accordance with FDOT standards based on heavy duty vehicle use for the entire right-of-way portion of NW 19th Ave. fronting the property. This shall occur prior to the issuance of an Engineering permit.
2.a	COMMENT NOT ADDRESSED. A notation on the plans shall indicate the pavement structure for NW 19th Av. fronting the property shall meet the latest FDOT Pavement Design standards for heavy trucks vehicular use and if found to be deficient, it shall be designed to meet the FDOT criteria. This evaluation by a competent third party and design shall occur prior to the issuance of an Engineering permit.
2.b	COMMENT ADDRESSED
3.	Provide a Site Demolition Plan.
3.a	COMMENT ADDRESSED
4.	Revise the Pollution and Erosion Plan as needed to clearly show location of key BMP measures to be used on and offsite including, but not limited to the location of the Temporary Gravel Construction Entrance and inlets protection on adjacent streets.
4.a	COMMENT NOT ADDRESSED. Please, show the location of the Temporary Gravel Construction Entrance and inlets protection on Powerline Road.
4.b	COMMENT ADDRESSED

C. **ADVISORY COMMENTS:**

1.	Please note that comments provided are based on the Conceptual Engineering Plans provided and as such is a preliminary review and additional comments may be provided and/or required upon review of any revised plans submitted at time of Engineering Permit application.
1.a	COMMENT ACKNOWLEDGED
2.	Provide copies of all permits from agencies having jurisdiction at the time of Engineering Permit Application, including, but not limited to Broward County EPGMD and FDOT.
2.a	COMMENT ACKNOWLEDGED
3.	All work in public right-of-way shall be done in strict compliance with the rules and regulations of the City of Deerfield Beach Code of Ordinances, Manual on Uniform Traffic Control Devices, the Occupational Safety and Health Administration, the Americans with Disabilities Act, AASTHTO "Green Book", Broward County and FDOT.
3.a	COMMENT ADDRESSED BY NOTATION ON PLANS
4.	DAMAGE BY CONTRACTOR A. The Contractor shall protect from damage by construction operations,

ENVIRONMENTAL SERVICES DEPARTMENT

	all public streets sidewalks, landscape, irrigation, signage, striping, pavements, including all base courses and surface courses, that abuts the work area. B. Any sidewalk, base course or surface course beyond those limits, damaged as a result of the Contractor's operation, shall be restored in accordance with prevailing applicable professional standards, to the satisfaction of the City of Deerfield Beach, and to the satisfaction of any other governing authority having jurisdiction over the work area. C. Any damage to adjacent lanes of pavement will require the Contractor to resurface the entire lane width for a length, as approved by the City of Deerfield Beach. When the damage amounts to 25 percent or more in any one block (approximately 600 feet), the Contractor shall resurface the entire width of the lanes in which the damage occurred for the entire block. D. The Contractor is hereby notified that wherever the line for repaving for trenches extends one foot into the edge of the existing paving, he shall repave to this edge only. Full lane paving will not be required. Damage to the pavement beyond this line by the Contractor will require that he repave the full width.
4.a	COMMENT ADDRESSED BY NOTATION ON PLANS
5.	Construction documents submitted at the time of Engineering Permit Application must include, not limited to, the following pages as applicable to the type of construction: a. Demolition Plan b. Stormwater Pollution Prevention Plan/ E&SC Plan c. Paving, Grading and Drainage Plans and Details d. Water and Sewer Plans and City of Deerfield Beach Standard Details e. Pavement Markings and Signing plan in accordance with the MUTCD latest edition, Broward County Traffic Engineering Division or FDOT Standards as applicable Pursuant to Sec 98-17(4)c of the City's Land Development Code, the applicant must submit design calculations, sealed and signed by a professional engineer registered in the State of Florida, showing that the stormwater management system can handle runoff from a 3-day, 25-year storm event with a maximum discharge to the Hillsboro Canal, if allowed, of 35 CSM. If water and sewer demands will increase as a result of the proposed improvements, please, provide calculations for utility capacity evaluation. Please be advised that this project is required to receive sign-off by the Engineering Department for water connection fees per City of Deerfield Beach Code of Ordinances Sec. 70-132 and for sewer connection fees

ENVIRONMENTAL SERVICES DEPARTMENT

	per City of Deerfield Beach Code of Ordinances Sec. 70-75 prior to issuance of a Certificate of Occupancy. Sidewalk Ramp Detail to match FDOT Index 522-002 and driveway connection shall be in accordance with FDOT Index 515 Handicap parking stall shall be in accordance with F.A.C. 553.5041 Provide copy of permits from all applicable agencies having jurisdiction (AHJ) including an approved Broward County Surface Water Management License and SFWMD Environmental Resources Permit.
5.a	COMMENT ADDRESSED BY NOTATION ON PLANS

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	US Crane & Rigging	Application No.:	20-M3c-20
Reviewer Name:	Bryan Kelley, P.E. (Simmons & White)	Project Address:	4250 North Powerline Road
Department/Division:	Traffic		
Position:	Traffic Reviewer		
Date of Review:	August 27, 2020		
Submittal No.:	3		

A. TRAFFIC STUDY:

1.	Provide FDOT Conceptual Driveway approval letter for the directional median opening to Powerline Road.
1a.	Comment Addressed.
2.	Provide figure documenting the peak hour traffic volumes at the proposed driveways.
2a.	Comment Addressed.
3.	Provide queueing analysis for the southbound left turn lane at the driveway to Powerline Road to ensure that the existing turn lane length is sufficient. Utilize an appropriate heavy vehicle percentage factor in the analysis.
3a.	Comment Addressed.
4.	ITE Land Use Code #140 (Manufacturing) seems more appropriate for the proposed land use. However, since the trip generation rates for Light Industrial are slightly higher than Manufacturing, the applicant can elect to keep the Light Industrial trip generation and just add a statement in the traffic study reflecting that Light Industrial was utilized to be conservative.
4a.	Comment Addressed.

B. SITE PLAN:

1.	Provide a narrative of proposed vehicle circulation as it is unclear how the different vehicle types and routes will interact and main point of ingress/egress. Additionally, include details on how the staging area will operate.
1a.	Comment Addressed.
2.	Describe when the gates will be locked. There is concern that vehicles could queue out onto Powerline Road.
2a.	Comment Addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	US CRANE AND RIGGING	Application No.:	20-M3C-20
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	6/1/20		
Submittal No.:	2		

A.

APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	US Crane & Rigging Major Site Plan	Application No:	20-M3C-20
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	05/29/2020		
Submittal No.:	Submittal 2		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 4250 N Powerline Rd. Deerfield Beach, FL 33073 has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Management) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-605

Agenda Date: 10/6/2020

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2020-093: APPLICATION NO. 20-A-196 (Project Name: U.S. Crane & Rigging)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, 4250 Powerline Road, LLC, is seeking approval to abandon a portion of a ten (10) foot wide utility easement (approximately 3,090.9 square feet) located on the subject parcels.

Abandonment Application No. 20-A-196 has been submitted to accommodate the development of the proposed 93,907 square foot pre-cast concrete manufacturing plant. The Site Plan Application (Application No. 20-M3c-20) is being reviewed concurrently with this application. The applicant has submitted letters of no objection from all franchise utilities as part of their submittal to the City.

A copy of the sketch and legal description for the proposed area to be abandoned is attached for reference.

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

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, VACATING AND ABANDONING A 10-FOOT WIDE UTILITY EASEMENT LOCATED AT 4250 POWERLINE ROAD AND 4251 NW 19TH AVENUE TO ACCOMMODATE A PROPOSED 93,907 SQUARE FOOT PRE-CAST CONCRETE MANUFACTURING FACILITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach received an application (Application 20-A-196) (the “Application”) from 4250 Powerline Road, LLC (the “Applicant”) to vacate and abandon an existing 10-foot wide utility easement (recorded in Plat Book 183, Pg. 324) (the “Easement”) located at 4250 Powerline Road and 4251 NW 19th Avenue in Deerfield Beach, Florida, (the “Property”) as more particularly described on Exhibit “A”; and

WHEREAS, the Application has been submitted to enable the development of a 93,907 square foot pre-cast concrete manufacturing facility at the Property (the “Development”); and

WHEREAS, a Site Plan Application for the Development (Application No. 20-M3c-20) is being reviewed concurrently with this Application; and

WHEREAS, Staff’s review of the Application has found that the proposed Easement abandonment is consistent with the Future Land Use Element of the Comprehensive Plan, the City’s Official Zoning Map and Land Development Code; and

WHEREAS, City staff finds that there is no public purpose and use in retaining the Easement as a utility easement.

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 legal description of the utility Easement to be abandoned is as set forth on the attached Exhibit “A”, which is incorporated herein by this reference.

Section 3. The City Commission hereby finds that there is no public purpose and use in retaining the Easement as a utility easement and does hereby find that the Easement as set forth on Exhibit “A” should be vacated and abandoned. The Easement is hereby vacated and abandoned.

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 THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



PUBLIC HEARING NOTICE

September 25, 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. 2020-093: APPLICATION NO. 20-A-196 (Project Name: U.S. Crane & Rigging)

Applicant: **4250 Powerline Road, LLC, represented by Neal Kalis, Esq.**

Proposal: Abandonment application seeking approval to abandon an existing 10-foot-wide easement to accommodate a proposed 93,907 square foot pre-cast concrete manufacturing plant.

Location: A 10 foot wide utility easement being a portion of Parcel "A" of the "LANZO INDUSTRIAL CENTER PHASE II, according to the plat thereof as recorded in Plat Book 183, Page 324, of the Public Records of Broward County, Florida, more particularly described in the file, and located at **4250 North Powerline Road and 4251 NW 19th Avenue.**

A public hearing will be held on **TUESDAY, OCTOBER 6, 2020 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas 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 20-M3C-20

Abandonment Application 20-A-196

4250 N. Powerline Rd. & 4251 NW 19th Ave.

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

0 200 400
Feet



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: U.S. Crane and Rigging

Property Owner: Crystal Lake Commerce Center LLC.

Applicant (if different from Owner): 4250 Powerline Road LLC.

Agent (if different from Owner/Applicant): Neal Kalis

Address of Property: 4250 North Powerline Road, Deerfield Beach, FL 33073

Legal Description of Property (lot, block, tract, subdivision): Refer to attached survey for legal description

Description of Project: The proposed project is a precast concrete manufacturing plant for the production of sea walls, piles, beams, columns, tiles/ veneer and hollow-core planks

New Development (Y/N):	<u>Yes</u>	Modification to Existing Development (Y/N):	<u>No</u>
Zoning District:	<u>M-3c</u>	Future Land Use Category:	<u>Industrial</u>
Existing Use:	<u>Equipment Storage</u>	Proposed Use:	<u>Manufacturing Plant</u>
Lot Area (acres):	<u>6.4044</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>N/A (empty lot)</u>	Sq. Ft. of Structure (proposed):	<u>93,000 sf</u>

Agent Signature: Neal Kalis

Name Printed: Neal Kalis

Address: 7320 Griffin Road, Suite 109
Davie, Florida 33314

Telephone: 954-791-0477

Email: nkalis@kaliskleiman.com

Owner Signature: Quirino D'Alessandro Sr.

Name Printed: Quirino D'Alessandro Sr. MGR

Address: 125 SE 5th Court
Deerfield Beach, FL 33441

Telephone: 954-874-3894

Email: anthonyd@lanzo.org

MAR 25 2020



For Office Use Only
Application No. _____
Submittal Date: _____

ATTACHMENT H

APPLICATION FOR ABANDONMENT & VACATION

Pursuant to Code Section 98-13(k).- *Vacation Or Abandonment Of Property, Etc. Applications.*

COMPLETE ALL SECTIONS OF APPLICATION LEGIBLY.
INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

Check applicable box:

- ☐ Dedicated or Platted Easement ☐ Dedicated Street, Alley or Right-of-Way

REQUIRED SUBMITTALS

All of the following must be submitted to be deemed a complete application (*documentation may be provided with the development plan application requirements in Attachment A*):

- ☐ **Complete Application** (Including Development Application Form)
- ☐ **Application Processing Fee** (See fee schedule)
- ☐ **Certificate of Title** listing all adjacent owners and persons with recorded mortgages thereon.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** if applicable, authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **(5) 24" x 36" and (1) 11" x 17" copies of a Current Survey** (*12 months or less*) signed and sealed by a Florida registered surveyor of the subject property, containing the information required by Code Section 98-13(b)(8)(b).
- ☐ **(5) 24" x 36" and (1) 11" x 17" copies of a Signed and Sealed Survey** (*12 months or less*) of the area to be abandoned, including all property adjacent thereto, and the certified legal description of the area to be abandoned/ vacated.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

Pursuant to Code Section 98-35(1), prior to any public hearing of the city commission for a development permit as described in section 98-12 of this Code, the applicant shall provide proper notification to the public in compliance with this section and all applicable county, state and federal law.

A. VACATION AND ABANDONMENT INFORMATION

The undersigned desires the vacation and abandonment of the following portion of a dedicated or platted easement, to wit:

See attached Survey and Legal description

Reason for vacation and abandonment:

Existing platted utility easement bisects two combined properties that are being developed for a manufacturing plant/ facility.

B. APPLICANT INFORMATION (Name and legal description of all abutting property owners. Please be aware that approval must be obtained from all abutting property owners with signatures provided herewith. Use additional pages if necessary.)

PROPERTY OWNER:

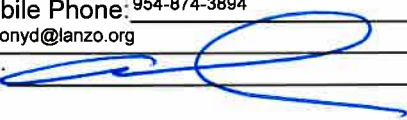
Name (Print): Crystal Lake Commerce Center LLC.

Property Address: 4250 North Powerline Road, Deerfield Beach, FL 33073

Legal Description of Property: See Survey Attached

Home/Mobile Phone: 954-874-3894

Email: anthonyd@lanzo.org

Signature: 

PROPERTY OWNER:

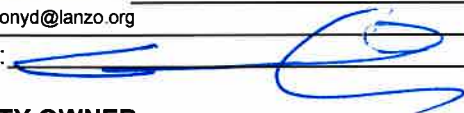
Name (Print): Crystal Lake Commerce Center LLC.

Property Address: 4250 North Powerline Road, Deerfield Beach, FL 33073

Legal Description of Property: See Survey Attached

Home/Mobile Phone: 954-874-3894

Email: anthonyd@lanzo.org

Signature: 

PROPERTY OWNER:

Name (Print): _____

Property Address: _____

Legal Description of Property: _____

Home/Mobile Phone: _____

Email: _____

Signature: _____

For Office Use Only

Date: _____
Application _____
Nos.: _____



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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(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.

N/A

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

N/A

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.)

N/A

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, Neal R. Kalis, have received a copy of the ordinance and understand the ordinance requirements.

Applicant/Attorney

Signature Neal R. Kalis
Kalis Kleiman & Wolfe

3/19/20
Date

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

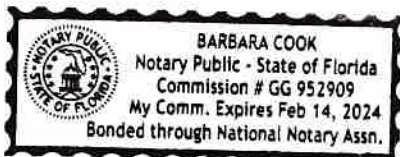
notarization, this 19 day of March, 2020, by

Neal R. Kalis (Affiant), who is personally

known to me or has produced _____ identification.

My commission expires: _____

Commission No.: _____



Barbara Cook
(Signature of Notary Public - State of Florida)

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

For Office Use Only

Date: _____

Application _____

Nos.: _____



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NONE

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NONE

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NONE

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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, KEN GARDNER, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 19TH day of March, 2020 by

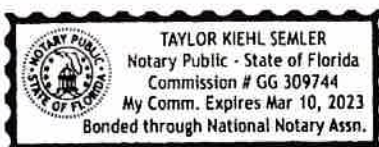
KEN GARDNER (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 3/11/23

Commission No.: GG 309744

(Signature of Notary Public - State of Florida)

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



For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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N/A

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

N/A

- 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.)

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, Thomas Auringer, have received a copy of the ordinance and understand the ordinance requirements.

Applicant - 4250 Powerline Road, LLC

Thomas Auringer
Signature Thomas Auringer
Manager

3.17.2020
Date

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

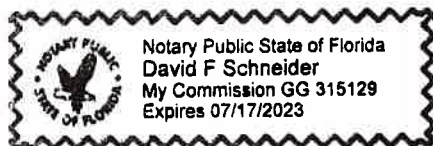
notarization, this _____ day of March, 2020 by

Thomas Auringer (Affiant), who is personally

known to me or has produced NY DRIVERS identification.

My commission expires: 07/17/2023

Commission No.: 66315129



David F. Schneider
(Signature of Notary Public - State of Florida)

David F. Schneider
(Print, Type, or Stamp Commissioned Name of Notary Public)

For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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NA

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

N/A

- 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.)

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, Orlando Sharpe, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature



Date

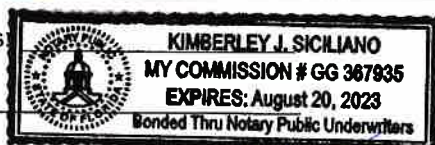
3-20-20

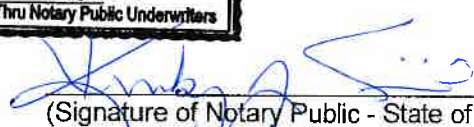
SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 20 day of March, 2020 by

Orlando Sharpe (Affiant), who is personally known to me or has produced _____ identification.

My commission expires:

Commission No.:




(Signature of Notary Public - State of Florida)

Kimberley J. Siciliano
(Print, Type, or Stamp Commissioned Name of Notary Public)

For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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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, JUAN CAYCEDO, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

3/18/2020
Date

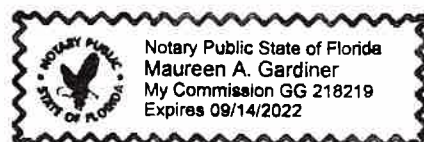
SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 20TH day of March, 2020 by

Juan C. Caycedo (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 9/14/2022

Commission No.: 218219

Maureen A. Gardiner
(Signature of Notary Public - State of Florida)
Maureen A. Gardiner
(Print, Type, or Stamp Commissioned Name of Notary Public)



For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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NO N/A

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

NO N/A

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No 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, Antonio D'Alessandro, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

3/19/2020
Date

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

notarization, this 19 day of March, 2020 by

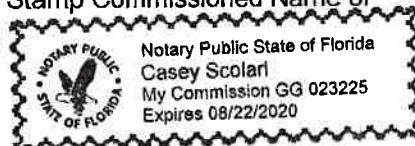
Antonio D'Alessandro (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 8/22/2020

Commission No.: AG 023225

[Signature]
(Signature of Notary Public - State of Florida)

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



For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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N/A

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N/A

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N/A

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 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, Regina Bobo Jackson, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

3/19/2020

SWORN TO AND SUBSCRIBED Before me by means of ☐ physical presence or ☐ online notarization, this 19th day of March, 2020 by

Regina Bobo Jackson (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 8-13-2023

Commission No.: GG 365263



(Signature of Notary Public - State of Florida)

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

For Office Use Only

Date: _____

Application _____

Nos.: _____



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.

NO A/D

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

NO N/A

- 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.)

NO N/A

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, Quirino D'Alessandro, Sr., have received a copy of the ordinance and understand the ordinance requirements.

Applicant/Owner - Crystal Lake Commerce Center, LLC

[Signature] 3-19-20
Signature Quirino D'Alessandro, Sr. Date
Manager

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

notarization, this 19 day of March, 2020 by

Quirino D'Alessandro, Sr. (Affiant), who is personally

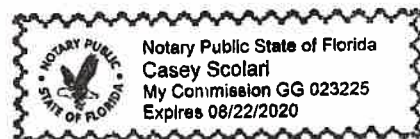
known to me or has produced [Signature] identification.

My commission expires: 8/22/2020

Commission No.: GG 023225

[Signature]
(Signature of Notary Public - State of Florida)

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



LEGEND:

C/L= CENTERLINE

P.S.M.= PROFESSIONAL SURVEYOR AND MAPPER

L.B.=LICENSED BUSINESS

P.B. = PLAT BOOK

PG. = PAGE

SKETCH & DESCRIPTION

O.R.B.= OFFICIAL RECORD BOOK

B.C.R.=BROWARD COUNTY RECORDS

R/W= RIGHT OF WAY

P.O.C.=POINT OF COMMENCEMENT

P.O.B.=POINT OF BEGINNING

D.C.R.=MIAMI-DADE COUNTY RECORDS

F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION

LEGAL DESCRIPTION:

A 10 foot wide utility easement being a portion of Parcel "A" of the "LANZO INDUSTRIAL CENTER PHASE II", according to the plat thereof as recorded in Plat Book 183, Page 324, of the Public Records of Broward County, Florida, said lands lying and being in Broward County, Florida and more particularly described lands more particularly as follows:

Commence at the Northeast corner of Parcel "A" of the plat of "LANZO INDUSTRIAL CENTER PHASE II", said corner also being the Southeast corner of "WOODWORK PARK", according to the plat thereof, as recorded in Plat Book 87, Page 22, of the Public Records of Broward County, Florida; thence run S 01°32'49" E along the east line of said Parcel "A", LANZO INDUSTRIAL CENTER PHASE II, a distance of 10.00 feet to the Point of Beginning; thence continue S 01°32'49" E a distance of 308.09 feet to a point on the north line of a 12 foot wide Water and Sewer easement, recorded in Official Record Book 12487, Page 570 and also at Official Record Book 16075, Page 185, all of the Public records of Broward County, Florida; thence run S 88°27'19" W along the north line of said 12 foot wide Water and Sewer easement a distance of 10.00 feet to a point; thence run N 01°32'49" W, along a line 10 feet west of and parallel with the East line of said Parcel "A" LANZO INDUSTRIAL CENTER PHASE II plat, a distance of 308.09 feet to a point; thence run N 88°22'20" E, along a line 10 foot south of and parallel with the North line of said Parcel "A", LANZO INDUSTRIAL CENTER PHASE II, a distance of 10.00 feet to the Point of Beginning.

Said lands lying and being in Broward County, Florida and containing 3,090.9 square feet, more or less.

BEARING ARE BASED ON THE NORTH LINE OF PARCEL "A" OF THE RECORD PLAT OF LANZO INDUSTRIAL CENTER PHASE II AS RECORDED IN PLAT BOOK 183, PAGE 324, BROWARD COUNTY PUBLIC RECORDS.

SKETCH & DESCRIPTION OF PORTION OF 10' WIDE UTILITY EASEMENT**CERTIFICATION:**

THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



3/17/20

ERNEST W. DUNCAN, PSM, State of Florida
Professional Surveyor & Mapper No. 5182

Date

THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: NOT TO SCALE

DRAWN BY: ELF.

CHECKED BY: E.W.D.

THIS IS NOT
A BOUNDARY
SURVEY

LANZO CONSTRUCTION
CO. OF FLORIDA
125 SE 5TH COURT
DEERFIELD BEACH, FL 33441
(954) 973 9700

JOB: CRYSTAL LAKE SHEET NO. 1 of 3

LEGEND:

C/L= CENTERLINE

P.S.M.= PROFESSIONAL SURVEYOR AND MAPPER

L.B.=LICENSED BUSINESS

P.B. = PLAT BOOK

PG. = PAGE

SKETCH & DESCRIPTION

O.R.B.= OFFICIAL RECORD BOOK

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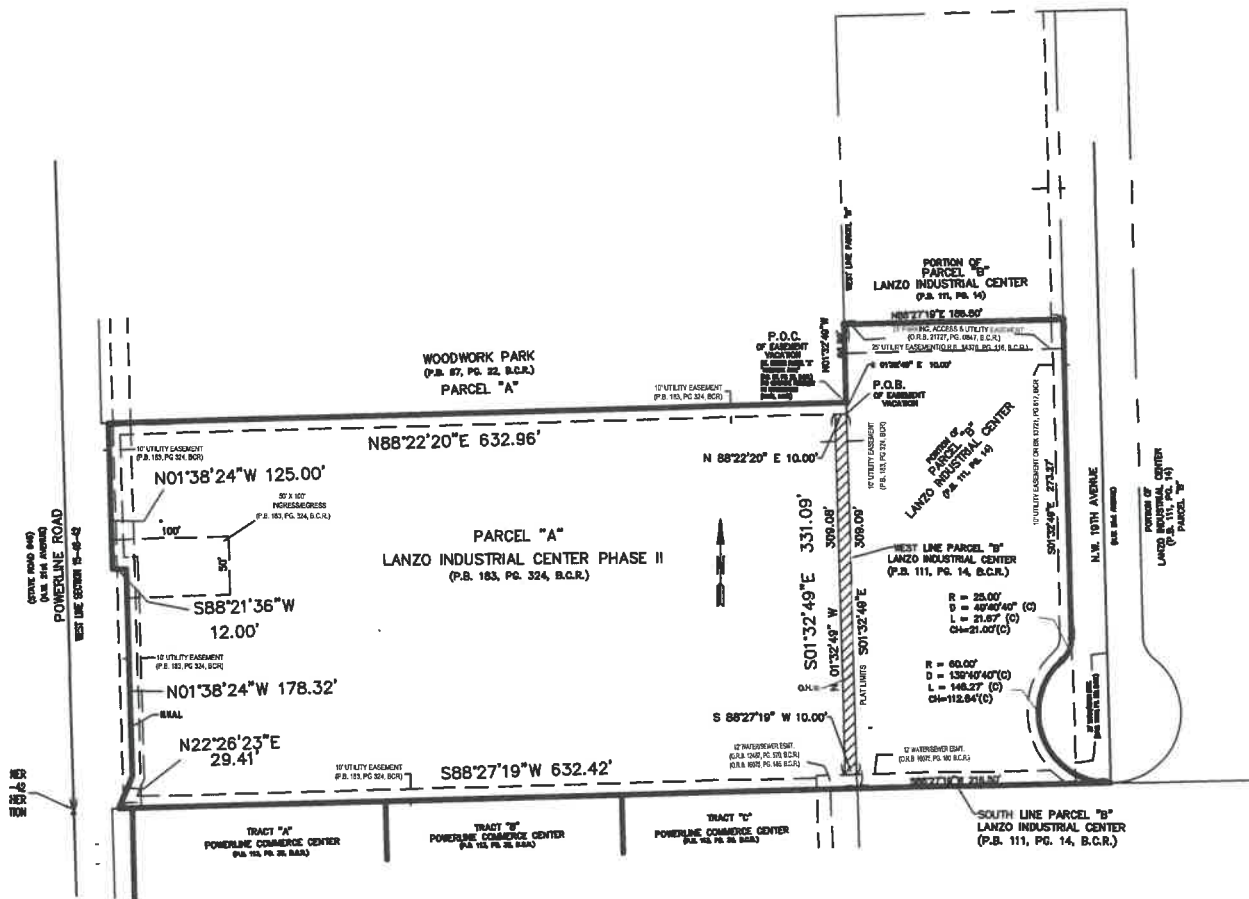
R/W= RIGHT OF WAY

P.O.C.=POINT OF COMMENCEMENT

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F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION



BEARING ARE BASED ON THE NORTH LINE OF PARCEL "A" OF THE RECORD PLAT OF LANZO INDUSTRIAL CENTER PHASE II AS RECORDED IN PLAT BOOK 183, PAGE 324, BROWARD COUNTY PUBLIC RECORDS.

SKETCH & DESCRIPTION OF PORTION OF 10' WIDE UTILITY EASEMENT

CERTIFICATION:

THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature]

3/17/20

ERNEST W. DUNCAN, PSM, State of Florida
Professional Surveyor & Mapper No. 5182

Date

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SCALE: NOT TO SCALE

DRAWN BY: ELF.

CHECKED BY: E.W.D.

THIS IS NOT
A BOUNDARY
SURVEY

LANZO CONSTRUCTION
CO. OF FLORIDA
125 SE 5TH COURT
DEERFIELD BEACH, FL 33441
(954) 973 9700

JOB: CRYSTAL LAKE SHEET NO. 2 of 3

LEGEND:

C/L= CENTERLINE

P.S.M.= PROFESSIONAL SURVEYOR AND MAPPER

L.B.=LICENSED BUSINESS

P.B. = PLAT BOOK

PG. = PAGE

SKETCH & DESCRIPTION

O.R.B.= OFFICIAL RECORD BOOK

B.C.R.=BROWARD COUNTY RECORDS

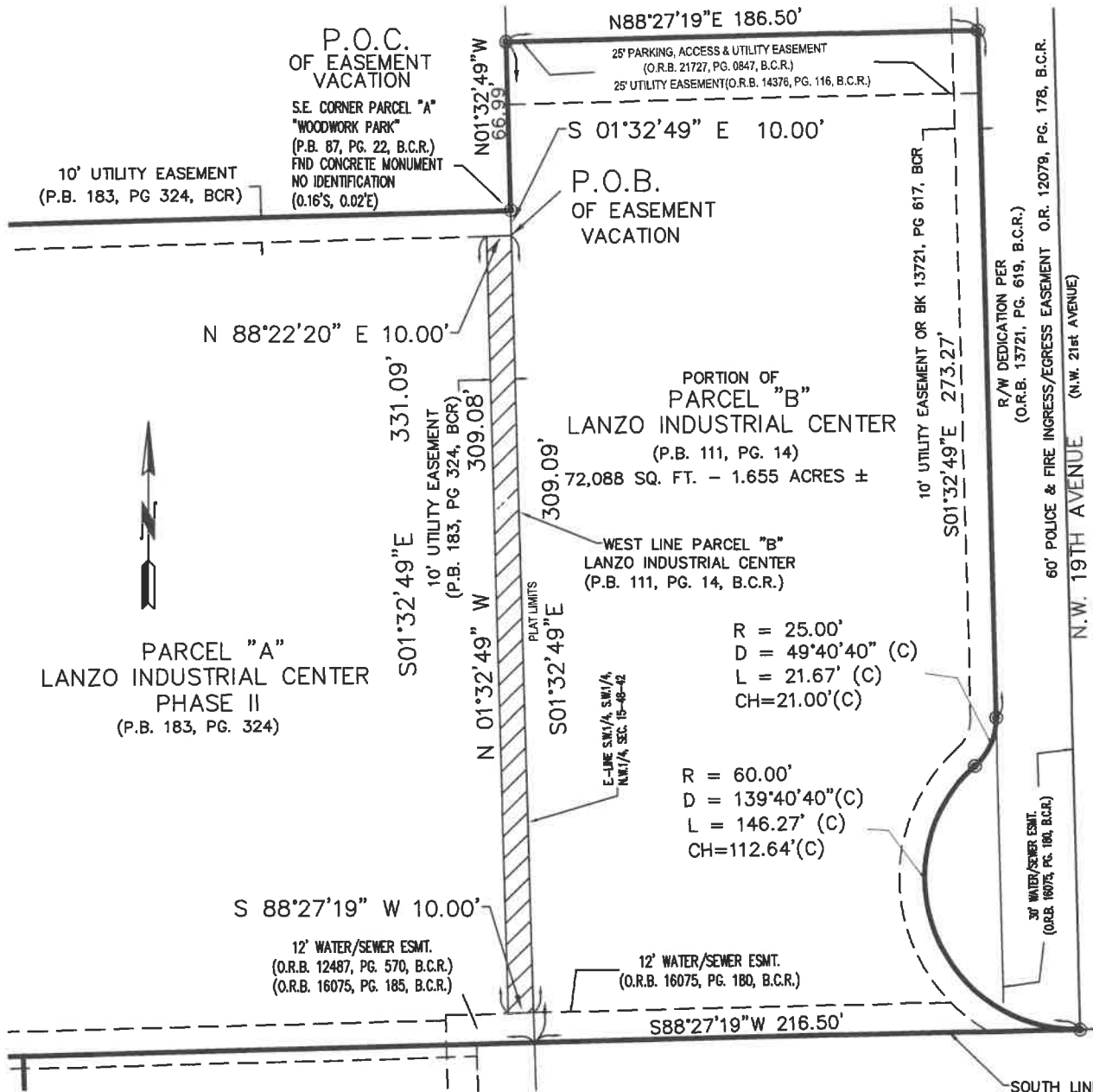
R/W= RIGHT OF WAY

P.O.C.=POINT OF COMMENCEMENT

P.O.B.=POINT OF BEGINNING

D.C.R.=MIAMI-DADE COUNTY RECORDS

F.D.O.T.=FLORIDA DEPARTMENT OF TRANSPORTATION



SKETCH & DESCRIPTION OF PORTION OF 10' WIDE UTILITY EASEMENT

CERTIFICATION:

THIS SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

[Signature] 3/17/20

ERNEST W. DUNCAN, P.S.M. State of Florida
Professional Surveyor & Mapper No. 5182

THIS DRAWING, SKETCH, PLAT, OR MAP IS FOR INFORMATION PURPOSES ONLY AND IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE: 1" = 50'

DRAWN BY: ELF.

CHECKED BY: E.W.D.

THIS IS NOT
A BOUNDARY
SURVEY

LANZO CONSTRUCTION
CO. OF FLORIDA
125 SE 5TH COURT
DEERFIELD BEACH, FL 33441
(954) 973 9700

JOB: CRYSTAL LAKE SHEET NO. 3 of 3



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	20-A-196
Project Name:	U.S. Crane and Rigging
Applicant:	4250 Powerline Road, LLC.
Agent:	Neal Kalis, Esq.
Requested Action/Description:	Abandonment application seeking approval to abandon an existing 10 foot wide easement to accommodate a proposed 93,907 square foot pre-cast concrete manufacturing plant.
Location:	4250 N Powerline Rd.; 4251 NW 19 th Ave.
Legal Description:	A 10 foot wide utility easement being a portion of Parcel "A" of the "LANZO INDUSTRIAL CENTER PHASE II, according to the plat thereof as recorded in Plat Book 183, Page 324, of the Public Records of Broward County, Florida, more particularly described in the file.
Size:	Easement Area - 0.071 Acres (3,090.9 square feet)
Existing Zoning:	M-3c (Intense Manufacturing and Industrial District)
Existing Use:	Outdoor storage
Future Land Use Plan Designation:	Industrial
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Industrial Building	M-3c (Intense Manufacturing and Industrial District)
East: Industrial Business Complex	M-3c (Intense Manufacturing and Industrial District)
South: Industrial Business Complex	M-3c (Intense Manufacturing and Industrial District)
West: Waste Management Facility	A-6 (Agricultural Disposal District)
Applicable Regulations:	Broward County Land Development Code

Plat Restrictions:

This plat is restricted to outdoor storage use. Industrial uses may have up to 30%-50% ancillary office or up to 30% ancillary commercial/office use per bay or single tenant building upon satisfaction of transportation concurrency fees. No freestanding office or commercial uses are permitted without the approval of the Board of County Commissioners who shall review and address the uses for increased impacts.

Department Comments & Requirements

REQUEST:

Abandonment application seeking approval to abandon an existing 10 foot wide easement to accommodate a proposed 93,907 square foot pre-cast concrete manufacturing plant.

BACKGROUND:

Abandonment Application No. 20-A-196 has been submitted to accommodate the development of the proposed 93,907 square foot pre-cast concrete manufacturing plant. The site plan application (Application No. 20-M3c-20) is being reviewed concurrently with this application. The applicant has submitted letters of no objection from all franchise utilities as part of their submittal to the City.

A copy of the sketch and legal description of the area to be abandoned is attached for reference.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation for the subject property is Industrial. The approval of this application is considered to be in compliance with the City's Future Land Use Map and Comprehensive Plan
1. Compliance with the Land Development Code: The property is zoned M-3c (Intense Manufacturing and Industrial District), with the proposed site plan to develop a concrete

manufacturing plant, a permitted use in the district. Approval of this application will not change the official zoning map.

STAFF SUMMARY:

Staff's review of application 20-A-196 has found that the proposed abandonment is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and County's Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	US Crane and Rigging (Abandonment)	Application No.:	20-A-196
Reviewer Name:	Jenna Lane	Project Address:	4250 N Powerline Rd
Department/Division:	Planning and Zoning		
Position:	Planner		
Date of Review:	4/20/20		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

- | | |
|----|------------------------------------|
| 1. | Application approved as submitted. |
|----|------------------------------------|

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	U.S. Crane and Rigging U.E. Easement Abandonment	Application No.:	20-A-196
Reviewer Name:	Alfonso Orellana	Project Address:	4250 N. Powerline Road
Department/Division:	Environmental		
Position:	Plans Reviewer		
Date of Review:	06-02-2020		
Submittal No.:			

A. APPLICATION / GENERAL COMMENTS:

1.	Applicant must obtain Letters of No Objection from Broward County, Broward County WWS and any impacted utility owners for the vacation of the portion of the existing, Platted (PB 138 Pg. 324) 10 Ft. Utility Easement conflicting with the proposed development and make provision for existing utility encumbrances not covered by any disclosed legal instrument as shown on the Boundary and Topographic Survey, provided with this application for Easement Vacation sign off. A Sketch and Legal description of the proposed Easement Vacation must be prepared by Florida Registered Land Surveyor to accompany this application.
1.a	COMMENT ADDRESSED



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-549

Agenda Date: 10/6/2020

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2020-096: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; 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 Code Compliance Division issues notices of violations and citations to homeowners of properties within the City that are in disrepair. The property owner receiving a notice of violation is then brought before the special magistrate to determine whether a City Code violation exists, provide a time frame for correction, and in the event the Code violation is not corrected within the specified time frame, provide for the imposition of fines. Regardless of how much time is provided to correct the City Code violation, there are times when it is evident that the property owner does not have the necessary means to correct the violation because they are physically unable to make the repair, do not have the financial means to make the repair or both.

Current Activity

City staff is proposing the creation of the Neighborhood Improvement Program (the "NIP Program") to assist eligible homesteaded residential property owners within the City that have been cited by Code Compliance to perform the work needed to correct the cited code violation. In order to receive assistance through the Program, property owners will need to meet the eligibility requirements under the NIP Program policies and procedures to be established by the City Manager or designee and agree to the conditions of the NIP Program.

Staff is proposing that the type of work that will be performed under the NIP Program will be related to the minimum standards set forth in Article IV – Property Exterior Maintenance Code and the minimum standards set forth in Section 98-80 – Landscape Requirements of the City Code, provided that a building permit is not needed to make the repair. Examples include sod and tree planting, house painting, driveway resurfacing and garbage and debris clean up.

The City receives moneys from the payment of fines imposed by the special magistrate, moneys collected by the City related to lien mitigation and foreclosure of special magistrate imposed liens (collectively, the "Funds"). Fifty-percent of the Funds are to be placed in the Target Area Trust Fund established in Section 2-344 of the City Code. Staff wishes to utilize the Funds placed in the Target Area Trust Fund to support the NIP Program within the Target Area. Staff wishes to utilize some of the other fifty-percent of the Funds to support the NIP Program City-wide.

Upon approval of this Ordinance, standard operating policies and procedures and an application will be created to implement and monitor the NIP Program.

Recommendation

City staff recommends approval.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 “GENERALLY” OF ARTICLE VI “CODE ENFORCEMENT” OF CHAPTER 2 “ADMINISTRATION” OF THE CITY CODE BY CREATING SECTION 2-347 “NEIGHBORHOOD IMPROVEMENT PROGRAM” TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City’s Code Compliance Division issues notices of violations and citations to homeowners of properties within the City that are in disrepair; and

WHEREAS, the property owner receiving a notice of violation is then brought before the special magistrate to determine whether a City Code violation exists, provide a time frame for correction, and, in the event the Code violation is not corrected within the time specified, provide for the imposition of fines; and

WHEREAS, regardless of how much time is provided to correct the City Code violation, there are times when it is evident that the property owner does not have the necessary means to correct the violation because they are physically unable to make the repair, do not have the financial means to make the repair or both; and

WHEREAS, City staff is proposing the creation of the Neighborhood Improvement Program (the “NIP Program”) to assist eligible homesteaded residential property owners within the City that have been cited by Code Compliance to perform the work needed to correct the cited code violation; and

WHEREAS, in order to receive assistance through the Program, property owners will need to meet the eligibility requirements under the NIP Program policies and procedures to be established by the City Manager or designee and agree to the conditions of the NIP Program; and

WHEREAS, the City receives moneys from the payment of fines imposed by the special magistrate, moneys collected by the City related to lien mitigation and foreclosure of special magistrate imposed liens (collectively, the “Funds”); and

WHEREAS, fifty-percent of the Funds are to be placed in the Target Area Trust Fund established in Section 2-344 of the City Code; and

WHEREAS, Staff desires to utilize the Funds placed in the Target Area Trust Fund to support the NIP Program within the Target Area; and

WHEREAS, Staff wishes to utilize some of the other fifty-percent of the Funds to support the NIP Program City-wide; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to create City Code Section 2-347 as provided herein to establish the NIP Program.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 2 “Administration,” Article VI “Code Enforcement,” Division 1 “Generally” of the City Code of Ordinances is hereby amended by creating Section 2-347 “Neighborhood Improvement Program,” to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE VI – CODE ENFORCEMENT

DIVISION 1 – GENERALLY

Sec. 2-347. – Neighborhood Improvement Program.

The City hereby establishes a Neighborhood Improvement Program (the “NIP Program”). The NIP Program assists qualified owners of homesteaded residential properties in the City that have been cited by Code Compliance to perform the work needed to correct the cited code violation(s). The City Manager or designee is authorized to establish policies and procedures to implement the NIP Program. Residents must be qualified for the NIP Program in accordance with the NIP Program policies and procedures and must agree to the conditions for participation in the Program. Funds from the Target Area Trust Fund established in City Code Section 2-344 may be used to support the NIP Program within the Target Area.

Section 3. The City Manager is hereby authorized to create and implement NIP Program policies and procedures. The appropriate City officials are authorized to do all things necessary and expedient to establish and implement the NIP Program.

Section 4. All Sections or parts of Sections of the City Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 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,

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

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

**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, October 6, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2020-096: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE VI "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION" OF THE CITY CODE BY CREATING SECTION 2-347 "NEIGHBORHOOD IMPROVEMENT PROGRAM" TO ESTABLISH A NEIGHBORHOOD IMPROVEMENT PROGRAM TO ASSIST QUALIFIED RESIDENTIAL HOMEOWNERS THAT HAVE BEEN CITED BY CODE COMPLIANCE IN MAKING REPAIRS TO THEIR HOMES; 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 virtually 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) or attend online or by phone virtually utilizing Zoom, 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, September 25, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-576

Agenda Date: 10/6/2020

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2020-094: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; 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

Fiscal Impact

Costs: \$4M + interest and cost of issuance

Account Name: Capital Lease Proceeds

Account Number: 3892000

Background/History

The City of Deerfield Beach seeks capital equipment financing for lease-purchase of vehicles and other large dollar valued capital equipment typically used in the City's Department of Sustainable Management, Environmental Services, and Fire Rescue operations. Lease-purchase financing allows usage of an asset that we may otherwise not be able to afford.

Current Activity

The Purchasing and Contract Administration Division (the "Division") issued an Invitation to Bid for Capital Equipment Financing, ITB #20-50-IG. This formal competitive solicitation complies with the City of Deerfield Beach's procurement requirements. Four proposals were received. The apparent low Offeror, JP Morgan Chase Bank, N.A. met all the ITB requirements. The Division met with the Chief Financial Officer to discuss the bids and concluded that JP Morgan's bid met all the requirements of the ITB.

City staff has negotiated a lease finance agreement with JP Morgan for the financing of 39 vehicles for a three year term, in the amount of \$4,054,690.88 with an interest rate of 0.94% (the "Agreement").

Pursuant to Section 3.16 of the City Charter, the authorization of the borrowing of money must be by

ordinance.

Recommendation

Staff recommends approval of this ordinance.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”), a municipal corporation of the State of Florida, is authorized by the laws of the State of Florida to purchase, acquire, and lease certain equipment and other property for the benefit of the City and its residents and to enter into contracts with respect thereto; and

WHEREAS, the City desires to enter into an agreement for the acquisition, purchase, and financing of certain property consisting of 39 vehicles for the Department of Sustainable Management, Environmental Services, and Fire Rescue (the “Equipment Financing”); and

WHEREAS, the City issued Invitation to Bid No. 20-50-IG for Capital Equipment Financing (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on August 11, 2020, and the notice was also sent to 94 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 10 vendors viewed the ITB documents; and

WHEREAS, on August 25, 2020 at 11:00 a.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed the four bids that were timely received and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, JP Morgan Chase Bank, N.A. (“JP Morgan”) was the apparent lowest bidder; and

WHEREAS, the Division met with the Chief Financial Officer to discuss the bids and concluded that JP Morgan’s bid met all the ITB requirements; and

WHEREAS, City staff has negotiated a lease finance agreement with JP Morgan for the financing of 39 vehicles for a three year term, in the amount of \$4,054,690.88 with an interest rate of 0.94% (the “Agreement”); and

WHEREAS, the City Commission has determined that it is in the best interests of the City to approve the award of the ITB to JP Morgan, the lowest responsive and responsible bidder to the ITB, and authorize execution of an Agreement with JP Morgan for Equipment Financing.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. The City Commission hereby approves the award of the ITB to JP Morgan for Equipment Financing.

Section 3. The City Manager is hereby authorized to execute the Agreement with JP Morgan for Equipment Financing, 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. As a condition of approval of the Agreement, JP Morgan must acknowledge that the City contracts with BSO for fire services and that BSO personnel will use the equipment subject to the Agreement.

Section 5. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), the City hereby specifically designates the Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 6. That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

Section 7. 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 8. 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 9. 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 10. 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 L. GILLYARD, CMC, CITY CLERK



Memorandum

TO: Stephanie Tinsley, Chief Financial Officer

FROM: Ivelsa Guzman, Purchasing Manager

DATE: August 25, 2020

RE: **Capital Equipment Financing, ITB #20-50-IG**

The Purchasing and Contract Administration Division issued an Invitation to Bid for Capital Equipment Financing, ITB #20-50-IG. This formal competitive solicitation 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 August 11, 2020.
- The notice was also sent to Ninety-four (94) prospective Offeror's via the e-Procurement Marketplace.
- Ten (10) vendors viewed the documents of the ITB.
- Two (2) Addendums were issued to make changes, additions, and deletions to the ITB documents.
- On Tuesday, August 25, 2020, at 11:00 a.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed four (4) proposals received. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the ITB requirements.
- Three (3) Offerors submitted No Bids: Bank Funding, LLC due to they were unable to complete the required bid documents at this time; Bci Capital, Inc. due to they were unable to submit a bid at this time; PNC Equipment Finance, LLC to they were unable to submit a bid at this time.
- One (1) Offeror, Branch Banking & Trust (BB&T) was deemed Non-Responsive for not providing the following required documents:
 - Financial Plan, Capital, and Capabilities
 - Past Capital Equipment Financing for Lease-Purchases
 - Certificate of Competency and/or State Registration
 - Copies of Applicable Licenses and Certifications
 - Proof of Insurability
 - Corporate Annual Report

- Local Business Tax Receipt
- Attachment A – Vendor Performance Reference Verification Survey Form
- The apparent low Offeror, JP Morgan Chase Bank, N.A. met all the ITB requirements and meets the Local Business Preference Program as per City Ordinance 38-128, stated in the ITB documents. Also, JP Morgan Chase Bank, N.A. submitted the two (2) following Proposed Financing which are listed on the Leasing Summary Matrix:
 - **Option 1:** 0.94% (3 yrs. semiannual principal and interest, 1.05% (5 yrs. semiannual principal + interest).
 - **Option 2:** 1.05% (3 yrs. semiannual principal + interest), 1.16% (5 yrs. semiannual principal + interest).
- One (1) Offeror, Vision Financial Group provided evidence for meeting the Disadvantage Business Enterprise Program as per City Ordinance Section 38-142, stated in the ITB documents. For the purpose of determining the best value in the award of a competitive solicitation where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the disadvantaged business preference.
- The Purchasing and Contract Administration Division reviewed the responses and discussed them with the Chief Financial Officer and concluded that JP Morgan Chase Bank, N.A. response meets all the requirements of the ITB.
- Reference checks were conducted on JP Morgan Chase Bank, N.A. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, JP Morgan Chase Bank, N.A. is the low, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to JP Morgan Chase Bank, N.A.

Please use this memorandum and all attachments as your backup to the City Manager for the September 14, 2020 Commission Meeting.

Att. Leasing Summary Matrix, Bid Summary, Recommended Offeror's Submittal, Vendor References – Check List, Scope of Services

Deerfield Beach RFP Financial Summary

Institution	JP Morgan Chase Bank N.A.	US Bancorp Governmental Leasing	Vision Financial Group, Inc.
Contact Name	Ralph Hildevert	Denise Beauchamp, VP	Kevin Canepa
Address	1450 Brickell Ave 33 rd. floor, Miami FL 33131	3643 Spyglass Ct. Green Cove Springs, FL 32043	615 Iron City Drive, Pittsburgh, Pa. 15205
Email	ralph.hildevert@jpmorgan.com	denise.beauchamp@usbank.com	kevin@vfgusa.com
Contact Phone	305-579-9320	904-284-3520	412-539-1500
Amount	\$4,054,690.88	\$4,054,690.88	\$4,054,690.88
Interest Rate: Formula	Option 1: 0.94% (3 yrs. semiannual principal and interest 1.05% (5 yrs. semiannual p+i) Option 2: 1.05% (3 yrs. semiannual p+i) 1.16% (5 yrs. semiannual p+i)	1.027% (3 yrs.) 1.130% (5 yrs.)	3.160% (3 yrs.) 2.990% (5 yrs.)
Call provisions:	Option 1: Make whole Option 2: Repayable without penalty on any payment date	See repayment below	Not provided
Expiration Date	26-Nov-20	October 15, 2020 closing	Funding by August 27, 2020
Pre-Payment	Option 1: Make whole 2: Repayable without penalty on any payment date	Repayable after 13 months on any payment date at the make whole or 103% of outstanding balance, which ever is lower.	None provided
Rate Held Until:	Not held. The rate will be set 3 days prior to closing	Not Addressed	Not Addressed
Bank Counsel Fees:	Not Addressed	Not Addressed	Not Addressed
Issuance Costs			
Covenants:	The Interest Rate and Payment quoted herein are based on current market rates as indicated by the 2- Year and 3-Year Interest Rate Swap ("Index Rate"), which was 0.222% and 0.234% as of August 21, 2020. For every change in the Index Rate, an adjustment will be made to the Interest Rate and Payment in order to maintain Lessor's economics. The final Interest Rate and Payment will be agreed to 3 days prior to closing. Rate Calculation: (IR Swap * 79%) + Spread = All-In Rate. Option 1: Example: 2-Year Swap = (0.222% * 79%) + 0.76462% = 0.94%. Example: 3-Year Swap = (0.234% * 79%) + 0.86514% = 1.05%. Option 2: Example: 2-Year Swap = (0.222% * 79%) + 0.87462% = 1.05%. Example: 3-Year Swap = (0.234% * 79%) + 0.97514% = 1.16 %. Lessor reserves the right to adjust the pricing proposed in order to maintain Lessor's anticipated economic return as a result of material adverse change.	Funds deposited to escrow account at US Bank N.A. If amount exceeds \$5 million a tax opinion is required. The financing will be structured as a Master Tax-Exempt Lease Purchase, with title in the Borrower's name secured by a covenant to return the equipment in the event of a default or non-appropriation pursuant to required "no lien" structure in FL (January 31, 1980 Attorney General Opinion regarding security interest not permitted by municipalities). Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Borrower pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Borrower within a reasonable time and in form and substance acceptable to Borrower, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal. Sample documents available on request. This Proposal is conditioned on there being no material adverse change in the financial condition of the Borrower. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.	A PERFORMANCE/PAYMENT BOND WILL BE REQUIRED ON THIS PROJECT SHOULD THE VENDOR REQUIRE PAYMENT PRIOR TO DELIVERY AND ACCEPTANCE. The proposal not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation. Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor. This transaction must be credit approved, all documents properly executed and returned to Vision Financial Group, Inc. and the <u>transaction funded on ALL proposals on or before August 27, 2020</u> . If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety. This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended. OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.
3 yr. total principal and interest	Option 1: \$4,110,498.61 and \$4,160,190.88	\$4,119,208.82	Not provided
5 yr. total principal and interest	Option 2: \$4,117,058.62 and \$4,171,340.12	\$4,172,222.75	Not Provided
References:	N/A	N/A	N/A

SECTION VI – SCOPE OF SERVICES

1. General

- a. The City of Deerfield Beach is seeking capital equipment financing for lease-purchase of (39) vehicles. The amount to be financed is approximately: Four Million and Fifty-Four Thousand, Six Hundred and Ninety Dollars and Eighty-Eight cents (\$4,054,690.88) excluding cost of issuance. This equipment will be used in the City's Department of Sustainable Management, Environmental Services and Fire Rescue operations. The Description of Equipment, Manufactured Year and Amount to be Financed are listed below.

Description of Equipment	Manufactured Year	Amount to be Financed
Osage Super Warrior Type 1 Medium Duty Ambulance built on a freightliner M2 Chassis (fire)	2020	\$382,041.00
Pierce Velocity PUC Pumper (fire)	2020	\$826,928.00
2020 AUTOCAR ACS64 AUTOMATIC SIDE LOAD REPLACES 5122 AND 5127 (Solid Waste)	2020	\$357,634
2020 AUTOCAR ACS64 AUTOMATIC SIDE LOAD REPLACES 5122 AND 5127 (Solid Waste)	2020	\$357,634
Ford F250 (road & bridge)	2020	\$40,000
Ford F250 (road & bridge)	2020	\$40,000
HIGHLANDER V6LE AWD	2019	\$40,058.36
TRANSIT250HR CARGO VAN	2019	\$41,792.42
TACOMA SR5	2019	\$33,657.00
TACOMA SR5	2019	\$33,657.00
TACOMA SR5	2019	\$26,240.00
TACOMA SR5	2019	\$33,657.00
RAV 4 LE FWD	2019	\$25,795.00

City of Deerfield Beach
Capital Equipment Financing, ITB # 20-50-IG

Description of Equipment (cont'd)	Manufactured Year	Amount to be Financed
VAC TRON HTV 573	2019	\$141,176.44
TRANSIT UTILITY CARGO VAN	2019	\$28,252.50
250 HR CARGO VAN	2019	\$36,330.00
301.7D CR MINI HYDRAULIC EXCAVATOR	<u>2019</u>	<u>\$28,413.00</u>
TACOMA SR5	2019	\$33,657.00
F450 4X4 CREW CAB W/ALUMINUM DUMP	<u>2019</u>	<u>\$55,799.50</u>
F250 SRW 4X4 PICK UP	2020	\$29,120.00
F250 SUPER CAB 4WD	2019	\$33,764.50
F250 SUPER CAB 4X2	2020	\$41,583.00
HIGHLANDER LE FWD	2019	\$29,104.00
F750 REG CAB WITH 8 YRD DUMP BODY	2019	\$80,990.71
T250 TRANSIT CARGO VAN	2019	\$25,953.16
F350 4X2 CREW CAB/W ALUMINUN DUMP BODY	<u>2019</u>	<u>\$22,275.00</u>
F350 4X2 CREW CAB/W ALUMINUN DUMP BODY	<u>2019</u>	<u>\$41,364.69</u>
F350 4X2 CREW CAB/W ALUMINUN DUMP BODY	<u>2019</u>	<u>\$41,364.69</u>
F450 AERIAL BUCKET TRUCK	2019	\$87,352.51
F350 DUMP TRUCK	2019	\$42,530.63

Description of Equipment (cont'd)	Manufactured Year	Amount to be Financed
F350 DUMP TRUCK	2019	\$42,530.63
F350 DUMP TRUCK	2019	\$42,530.63
COROLLA 4DR SEDAN	2019	\$16,898.40
F-150 PICKUP TRUCK SUPER CREW 4X2	2019	\$34,884.27
25 PASSENGER BUS	2019	\$98,324.00
2019 Toyota Model 6942 VIN: 5TDZARFH0KS054257	<u>2019</u>	<u>\$29,104.00</u>
One Osage super warrior type 1 Ambulance	2019	\$403,420.84
TYMCO STRRET SWEEPER	2019	\$249,744.00
PASSENGER BUS/CHAIRLIFT	2019	\$99,128.00

- b. The City's Taxpayer Identification Number (TIN) is 59-6000305.

2. Capital Equipment

The equipment to be leased under the ensuing Lease-Purchase Agreement are six (6) vehicles, including Fire Engines and Ambulances, to be used by the Fire Rescue operations and Collection recycling vehicles and garbage trucks to be used by the City's Sustainable Management operations.

3. City Background Information

- a. The City is the most northeast community in Broward County, and it borders Boca Raton and Palm Beach County to the north, the Atlantic Ocean to the east, the Florida Turnpike to the west, the City of Pompano Beach and Lighthouse Point to the south.
- b. The City of Deerfield Beach is located on the world-famous gold coast of Southeast Florida. The City is home to more than 79,000 residents and prestigious employers. The City of Deerfield Beach provides services and quality of life that help residents and employers alike enjoy the lifestyle of South Florida and prosper in an ever-growing international economy. The City has an annual budget of approximately One-Hundred and Ninety-Four Million and Eight Hundred Thousand Dollars (\$194,800,000.00). The City's Bond ratings are as follows:

- Fitch: AA-
- Moody's: Aa3
- Standard & Poor: AA-

4. Lease-Purchase Term

The City is seeking to finance the lease-purchases for thirty-six (36) or sixty (60) months. The Offeror shall provide an amortization schedule for both terms, including the fixed rate at which you are proposing to finance each option. The City shall make a decision on the lease-purchase term in the best interest of the City. The City will only consider fixed interest rate options for the financings in question.

5. Purchase Option

The City (Lessee) shall have the right in its sole discretion and option to purchase the leased vehicles in the amount of One Dollar (\$1.00) and other valuable consideration at the end of the lease-purchase term.

6. Operating and Maintenance Expenses

The City shall be responsible for the operating and maintenance expenses of the vehicles subject to the lease-purchase agreement.

7. Third-Party Offers

The City will not accept an offer which provided conduit financing from a third-party or parties. The successful Offeror shall be the sole financial lender.

8. Title

Encumbered title to the vehicles shall remain with the City during the lease-purchase term. Upon fulfillment of the City's obligations subject to the lease-purchase agreement, title of the vehicles shall be unencumbered.

9. Payment

Payment shall be made monthly in advance and shall be invoiced at least twenty (20) days before the due date.

10. Pre-Payment

The City shall have the option to pre-pay its obligations under the Lease-Purchase Agreement with no pre-payment penalty or additional costs.

11. Lease-Purchase Agreement

Offeror shall include in their response submittal a copy of their firm's Standard Draft Lease-Purchase Agreement which will be executed by the successful Offeror and the City. All terms and conditions contained in this ITB document, shall take precedence over any conflicting or contrary terms and conditions in the Lease-Purchase Agreement.

**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, October 6, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2020-094: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, APPROVING THE AWARD OF INVITATION TO BID #20-50-IG FOR CAPITAL EQUIPMENT FINANCING TO JP MORGAN CHASE BANK, N.A.; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH JP MORGAN CHASE BANK, N.A.; 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 virtually 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) or attend online or by phone virtually utilizing Zoom, 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, September 25, 2020

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: _____, 2020

Lessee: **CITY OF DEERFIELD BEACH**

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. (a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to such Lease is due and payable.

(b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Lessee has the option to renew the Lease Term of each Lease and each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.

(c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease may be renewed for the succeeding Renewal Term, but only if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby funds are appropriated to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions or ordinances by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Original Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available for all Rent Payments. All Rent Payments shall be payable out of non-ad valorem revenues in the general funds of Lessee or out of other funds legally available for such purpose. Lessor agrees that no Lease will be a general obligation of Lessee and that no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Renewal Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof, provided, that if Lessee fails to so return the Equipment, then Lessee shall pay to Lessor the full amount under Section 15 hereof as if Lessee had elected to exercise its purchase option for Equipment; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which non-ad valorem funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor,

and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida, but, in order to give notice to others of Lessor's rights under Sections 6, 20 and 21 hereof, Lessee agrees to execute and deliver to Lessor UCC financing statements relating to the Equipment and any amendments thereto.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall not, directly or indirectly, create, incur, assume, or suffer to exist any Lien with respect to the Equipment (each, a "Lien"), other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

12.2 Lessee shall pay when due all Taxes which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on later of 90 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"),

pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. NO PREPAYMENT. Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of

Taxability" means a non-appealable determination by the Internal Revenue Service ("IRS"), or a tax court of competent jurisdiction that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

17.3 **BANK QUALIFIED: LESSEE CERTIFIES** (a) THAT IT HAS DESIGNATED THIS LEASE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR THE PURPOSES OF AND WITHIN THE MEANING OF SECTION 265(b)(3) OF THE CODE, (b) THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE FOR THE CURRENT CALENDAR YEAR AND (c) THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF SECTION 265 TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING THE CURRENT CALENDAR YEAR BY LESSEE, OR BY AN ENTITY CONTROLLED BY LESSEE OR BY ANOTHER ENTITY THE PROCEEDS OF WHICH ARE LOANED TO OR ALLOCATED TO LESSEE FOR PURPOSES OF SECTION 265(b) OF THE CODE WILL NOT EXCEED \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time upon written notice to Lessee. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within -Sixty (60) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may declare all Rent Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rent Payments shall be immediately due and payable,

(b) Upon Lessor's request, Lessee will promptly return all Equipment to Lessor in the manner set forth in Section 21, provided, that if Lessee fails to so return any Equipment, Lessor's exclusive remedy for such failure is a right to commence an equitable proceeding for a writ of mandamus or other equitable right for specific performance of Lessee's agreement to so return the Equipment to Lessor and Lessor acknowledges that such remedy is subject to all applicable equitable defenses of Lessee;

(c) If Lessee returns any Equipment to Lessor under clause (b) above, then Lessor agrees to use commercially reasonable efforts under then current circumstances to sell, lease or otherwise dispose of such Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any such Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee up to, but not exceeding, all amounts then currently due under all Leases, plus the Termination Value due under all Leases when the Event of Default occurs plus the expenses set forth in clause (e) of this Section 20;

(d) Subject to the provisions of the Leases that restrict Lessor's right at law to repossess or foreclose on the Equipment, Lessor may exercise any other right, remedy or privilege, which may be available to Lessor under applicable law or Lessor may enforce any of Lessee's obligations under any Lease by appropriate court action at law or in equity; and/or

(e) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this Section 20, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy legally available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor **1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240**, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. **GOVERNMENT REGULATION; ANTI-CORRUPTION:**

(a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) Definitions. For the purposes of this Section 29, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions- related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

29. **OFFSHORING.** Certain services may be performed by Lessor or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. The Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lessor deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

30. Nothing in the Master Lease or any Schedule shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Master Lease or any Schedule, Lessor waives and releases any right that it may have at law (including, without limitation, under Article 9 of the Uniform Commercial Code) to repossess or foreclose on any Equipment.

31. Lessor acknowledges that (a) Lessee expects that all Rent Payments will be paid from revenue sources other than ad valorem taxes; (b) no Lease will be a general obligation of Lessee, (c) no Lease will be payable from a pledge of ad valorem taxes, and (d) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

CITY OF DEERFIELD BEACH
(Lessee)

By: SAMPLE

Title: SAMPLE

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-554

Agenda Date: 10/6/2020

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2020-095: ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; 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

Fiscal Impact

Account Name: Parking Authority-Printing
Account Number: 001-30-3008-545-3902

Background/History

Pursuant to Section 66-41 of the City Code, parking violation fines for which full payment is not received within 10 calendar days from the date of issuance are subject to a \$15 late fee. If full payment is not received within 30 calendar days of issuance, an additional \$20 late fee is added, for a total of \$35 in late fees.

Current Activity

City staff is proposing to amend the City Code to allow for the establishment of enhanced parking enforcement and collection mechanisms, including waiver of late fees under certain conditions. If approved, City staff will be proposing and presenting to the Commission, at a later date, an amnesty program providing for a waiver of late fees for people with only one outstanding parking citation.

Recommendation

Approve ordinance.

ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 “GENERALLY” OF ARTICLE II “STOPPING, STANDING, PARKING” OF CHAPTER 66 “TRAFFIC AND VEHICLES” SECTION 66-41 “PARKING CITATIONS AND PENALTIES” OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, pursuant to Section 66-41 of the City Code, parking violation fines for which full payment is not received within 10 calendar days from the date of issuance will be subject to a \$15 late fee, and a \$20 late fee if not received within 30 calendar days of issuance, for a total of \$35 in late fees; and

WHEREAS, City staff is proposing to amend the City Code to allow for the establishment of enhanced parking enforcement mechanisms, including waiver of late fees under certain conditions; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to amend Section 66-41 of the City Code to provide for the establishment of enhanced parking enforcement and collection programs.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 66 “Traffic and Vehicles,” Article II “Stopping, Standing, Parking,” Division 1 “Generally,” Section 66-41 “Parking Citations and Penalties” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II – STOPPING, STANDING, PARKING

DIVISION 1 – GENERALLY

Sec. 66-41. – Parking Citations and Penalties.

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

(j) The City Commission may, by resolution, establish programs to implement enhanced parking enforcement and collection mechanisms, including but not limited to the waiver of late fee penalties under certain conditions.

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 _____ DAY OF _____, 2020.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA L. GILLYARD, CMC, CITY CLERK

**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, October 6, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2020-095: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING, PARKING" OF CHAPTER 66 "TRAFFIC AND VEHICLES" SECTION 66-41 "PARKING CITATIONS AND PENALTIES" OF THE CITY CODE TO PROVIDE FOR THE ESTABLISHMENT OF ENHANCED PARKING ENFORCEMENT AND COLLECTION PROGRAMS; 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 virtually 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) or attend online or by phone virtually utilizing Zoom, 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, September 25, 2020



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-618

Agenda Date: 10/6/2020

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, establishing the Parking Amnesty in Deerfield Beach ("P.A.I.D.") Program to provide assistance to qualified individuals by waiving late fees for unpaid parking citations upon fine payment under certain conditions; providing implementation and for an effective date. (Departmental Business)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$7,500.00

Account Name: Printing

Account Number: 001-30-3008-545-3902

Background/History

Pursuant to Section 6-41 of the City Code, a parking violation that is not paid within 10 days of issuance is subject to late fee of \$15. If the citation is not paid within 30 days of issuance, a second late fee of \$20 is applied. The City Commission adopted an ordinance amending Section 66-41 to provide for the ability to establish programs to implement enhanced parking enforcement and collection mechanisms, including but not limited to the waiver of late penalties under certain conditions. As of September 21, 2020, there is an uncollectible balance of unpaid parking citations which includes over 13,000 vehicles that have only one unpaid parking citation. In efforts to increase collections of unpaid parking citations, the City of Deerfield Beach has undertaken various measures to recover revenue that currently sits with our third party collection agency.

Current Activity

In light of the COVID-19 pandemic, the Parking Division is recommending a new collection program called Parking Amnesty In Deerfield Beach (**P.A.I.D.**). In order to be eligible for this program, an individual must only have one outstanding parking citation. Once the base fine is paid (*ranging from \$30-\$250*) by December 31, 2020, the City will waive all applicable late fees. The P.A.I.D. Program will expire on December 31, 2020, and payment of the parking citation is due to the City by this date.

Potential revenue recovered: **\$400K**; potential late fees waived: **\$460K**.

Recommendation

Staff recommends approval of the Resolution.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ESTABLISHING THE PARKING AMNESTY IN DEERFIELD BEACH (“P.A.I.D.”) PROGRAM TO PROVIDE ASSISTANCE TO QUALIFIED INDIVIDUALS BY WAIVING LATE FEES FOR UNPAID PARKING CITATIONS UPON FINE PAYMENT UNDER CERTAIN CONDITIONS; PROVIDING IMPLEMENTATION AND FOR AN EFFECTIVE DATE

WHEREAS, on October 6, 2020, the City Commission adopted an ordinance amending City Code Section 66-41 to provide for the ability to establish programs to implement enhanced parking enforcement and collection mechanisms, including but not limited to the waiver of late penalties under certain conditions; and

WHEREAS, there is an uncollectible balance of unpaid parking citations which includes over 13,000 vehicles that have only one unpaid parking citation; and

WHEREAS, the impacts of the COVID-19 pandemic has caused residents to experience financial hardships, making it more difficult for some individuals to pay outstanding parking citations; and

WHEREAS, the City desires to create the Parking Amnesty in Deerfield Beach Program (the “P.A.I.D. Program”) to provide financial relief to those individuals with only one unpaid parking citation who pay their parking citation by December 31, 2020; and

WHEREAS, the P.A.I.D. Program will waive late fees associated with the unpaid parking citation once the parking fine is paid; and

WHEREAS, in order to qualify for the P.A.I.D. Program, an individual must have only one unpaid parking citation that has incurred late fees; and

WHEREAS, the P.A.I.D. Program will expire on December 31, 2020; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Deerfield Beach to establish the P.A.I.D. Program.

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 establishes the P.A.I.D. Program allowing for the waiver of late fees for those individuals with only one unpaid parking citation who pay the parking fine by December 31, 2020. The P.A.I.D. Program will expire on December 31,

2020. The City Manager is authorized to implement such administrative rules and procedures as he deems necessary to implement the P.A.I.D. Program.

Section 3. The City Manager or designee is authorized to take all necessary steps to implement the aims of this Resolution.

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

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

Face Sheet

File Number: I.D. 2020-611

Agenda Date: 10/6/2020

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 First Amendment to the Subrecipient Agreement with Florida Housing Finance Corporation for the distribution of State Housing Initiatives Partnership ("SHIP") Coronavirus Relief Funds; authorizing the Mayor and City Manager to execute the Agreement; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On July 17, 2020, Governor Ron DeSantis announced that the Florida Housing Finance Corporation ("Florida Housing") Board of Directors unanimously approved the release of \$75 million to local governments to assist Floridians in need of rental and mortgage assistance due to the COVID-19 pandemic. Through the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), Governor DeSantis made available \$250 million, of which \$120 million will be sent to local governments to provide rental and mortgage assistance program. The \$75 million approved is the first release of the funding to local governments.

The City Commission approved the first release of funding from the State of Florida Coronavirus Relief Funds in the amount of \$307,500 through Agreement Number 112-2020 at the August 4, 2020 City Commission meeting. Funds were allocated to the City's Mortgage, Rental, and Utilities Assistance Programs.

Current Activity

On September 15, 2020, the City of Deerfield Beach received notification of the First Amendment to Agreement Number 112-2020 State of Florida Coronavirus Relief Funds ("CRF") to include additional funding in the amount of \$184,500 (the "Amendment"), bringing the total allocation available to the City under Agreement Number 112-20020 to \$492,000. The additional funds provided under the Amendment will be used for renters experiencing hardships due to the COVID-19 pandemic. Rental assistance will benefit low to moderate income households; up to 120% AML. The City will use the State of Florida Coronavirus Funds for the eligible expenses summarized below.

Rental Assistance - \$166,050

The Rental Assistance program provides emergency financial assistance to families who experience a hardship due to the COVID-19 pandemic. Assistance will be provided for up to 6 months total for costs incurred from April 1, 2020 and onward. Applicants are eligible to receive up to \$10,000 of grant assistance.

Planning and Administration - \$18,450

Cost associated with administering the State of Florida Coronavirus Relief Fund programs and all required documents.

Policy and Procedure Amendment

The City's Policy & Procedure for the Mortgage and Rental Assistance Program allows applicants to receive emergency financial assistance for families impacted by the COVID-19. Applicants were eligible for assistance for up to 3 months total for costs incurred from April 1, 2020 and onward and were eligible to receive up to \$5,000 of grant Assistance. City Staff has updated the City's Mortgage and Rental Assistance Program to allow applicants to receive up to 6 months of assistance for costs incurred from April 1, 2020 and onward. Applicants will also now be eligible to receive up to \$10,000 of grant assistance. As residents continue to experience hardships due to the COVID-19 pandemic, many families are five to six months behind on their rental and mortgage payments. The updated policies and procedures of the Mortgage and Rental Assistance Program allows the City to better assist residents impacted by the COVID-19 Pandemic.

Recommendation

It is recommended that City Commission approve the First Amendment to Subrecipient Agreement 112-2020 between Florida Housing Finance Corporation and the City to administer State of Florida Coronavirus Relief Funds and include the additional funding of \$184,500.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE FIRST
AMENDMENT TO THE SUBRECIPIENT AGREEMENT WITH FLORIDA
HOUSING FINANCE CORPORATION FOR THE DISTRIBUTION OF
STATE HOUSING INITIATIVES PARTNERSHIP (“SHIP”)
CORONAVIRUS RELIEF FUNDS; AUTHORIZING THE MAYOR AND
CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, on July 17, 2020, Governor Ron DeSantis announced that the Florida Housing Finance Corporation ("Florida Housing") Board of Directors unanimously approved the release of \$75 million to local governments to assist Floridians in need of rental and mortgage assistance due to the COVID-19 pandemic; and

WHEREAS, on August 4, 2020, the City Commission approved Subrecipient Agreement No. 112-2020 (the “Agreement”) with Florida Housing for the first release of the SHIP Coronavirus Funds in the amount of \$307,500 (the “Funds”); and

WHEREAS, the Funds were allocated to the City’s Mortgage, Rental, and Utilities Assistance Programs, and to cover costs associated with the administration of the Funds; and

WHEREAS, on September 15, 2020, the City received notification of the First Amendment to the Agreement (the “Amendment”) for additional funding from Florida Housing in the amount of \$184,500, bringing the total allocation available to the City under the Agreement to \$492,000; and

WHEREAS, the additional funds provided under the Amendment will be used to assist renters experiencing hardships due to the COVID-19 pandemic; and

WHEREAS, City staff recommends approving and authorizing execution of the Amendment to the Agreement with Florida Housing, attached as Exhibit “A,” for distribution of the additional SHIP Coronavirus Funds in the amount of \$184,500.

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 Amendment to the Agreement with Florida Housing, attached as Exhibit “A,” for distribution of the additional SHIP Coronavirus Funds in the amount of \$184,500.

Section 3. The City Commission hereby authorizes the Mayor and City Manager to execute the Amendment to the Agreement with Florida Housing, attached as Exhibit “A,” for distribution of the additional SHIP Coronavirus Funds in the amount of \$184,500, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**FIRST AMENDMENT
TO AGREEMENT NUMBER 112-2020**

THIS FIRST AMENDMENT (“Amendment”) to AGREEMENT NUMBER 112-2020 is entered into and effective as of October 1, 2020, (“Effective Date”) by and between FLORIDA HOUSING FINANCE CORPORATION, a public corporation and a public body corporate and politic (“Florida Housing”), and CITY OF DEERFIELD BEACH (“Subrecipient”).

RECITALS

- A. Florida Housing and Subrecipient entered into Contract Number 112-2020, dated August 06, 2020, (“Contract”) wherein Subrecipient agreed to participate in the Coronavirus Relief Fund Program. As used herein, “Agreement” shall include within its meaning any modification or amendment to the Agreement.
- B. The term of the Contract began on August 06, 2020 and ends March 31, 2021.
- C. Section C.2. of the Agreement provides for a potential second disbursement of funds on or before October 1, 2020 for Subrecipients who meet the requirements of this Agreement and are satisfactorily performing.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Effective Date; Recitals. Upon its execution by both parties, this Amendment shall be effective as of October 1, 2020. The above recitals are true and correct and form a part of this Amendment.

B. Amendments. The Agreement is hereby amended to:

- 1. Add a definition for Technical Bulletin as a new Section B.11.

11. “Technical Bulletin” or “TB” means any technical assistance document that Florida Housing issues to explain updated processes, provisions or monitoring requirements as Florida Housing receives updates, clarification and additional guidance with respect to the CRF funds.

- 2. Delete Section C.1. in its entirety and replace with the following:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is up to \$492,000.00.

3. Delete Section C.2. in its entirety and replace with the following:

2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. The Subrecipient received an initial allocation of \$307,500.00 upon execution of the Agreement. Upon execution of the First Amendment, an additional \$184,500.00 shall be provided to the Subrecipient. Any additional funds will be disbursed in an amount to be determined by Florida Housing. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, subsequent funds may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.

4. Add a new section C.10., to address Technical Bulletins:

10. TBs will be used to clarify, discuss, interpret, and provide guidance for contract administration issues related to this Agreement. TBs will be both e-mailed and posted at <https://www.floridahousing.org/programs/special-programs/ship---state-housing-initiatives-partnership-program/ship-technical-bulletins>, and Subrecipient is encouraged to regularly check for TBs.

C. General Terms and Conditions.

1. This Amendment shall be construed and enforced according to the laws of the State of Florida and venue for any actions arising hereunder shall lie in Leon County, Florida.

2. This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns.

3. This Amendment may be executed in counterpart originals, no one of which needs to contain the signatures of all parties hereto, but all of which together shall constitute one and the same instrument.

4. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Amendment invalid, illegal, or unenforceable under any applicable law. If any term of this Amendment shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Amendment shall in no way be affected thereby.

5. Except as specifically modified by this Amendment, the Contract shall remain in full force and effect, and all of the terms and provisions thereof are hereby ratified and confirmed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this FIRST AMENDMENT to Agreement Number 112-2020, by a duly authorized representative, effective on October 1, 2020.

CITY OF DEERFIELD BEACH

By: _____

Name/Title: _____

Date: _____

FEIN: _____

FLORIDA HOUSING FINANCE CORPORATION

By: _____

Name/Title: _____

Date: _____



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-616

Agenda Date: 10/6/2020

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 agreement with the State of Florida, Division of Emergency Management, for the Implementation and Administration of the Hurricane Loss Mitigation Program Fiscal Year 2020-2021; authorizing the execution of the Agreement; providing 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 Hurricane Loss Mitigation Program ("HLMP") grant is a competitive grant through the State of Florida Division of Emergency Management. The City has been a recipient of HLMP Grant Funding in FY 2017-18 and FY 2019-20 assisting a total of fourteen residents with retrofits needed to tie together wind mitigation. In June 2020, the City of Deerfield Beach applied for HLMP Grant funding for FY 2020-21. The HLMP will assist with the preservation of existing housing stock by facilitating the rehabilitation of properties with retrofits needed to tie together for wind mitigation. This funding can be used to improve the wind resistance of residences through the following authorized mitigation retrofit improvements:

- Replacement of roof sheathing;
- Replacement of roof covering;
- Strengthening of roof deck attachment;
- Installation of secondary water barrier;
- Installation of window and door opening protection;
- Installation of hurricane resistant windows and doors;
- Brace bottom chord gable end; and
- Anchoring of wall or floor units to the foundation.

Current Activity

The City was notified in August 2020 that it was awarded \$194,000, the maximum amount of funding for a successful proposal. Agreement B0085 commences upon execution of both parties and ends June 30, 2021. The City has nine months to expend funds. Funds will be used in conjunction with the existing Homeownership Rehabilitation Program, currently funded by Community Development

Block Grant ("CDBG"), State Housing Initiative Partnership ("SHIP"), and Home Investment Partnership ("HOME") grants.

The HLMP Grant will assist approximately seven households in the City of Deerfield Beach with retrofits needed to tie together for wind mitigation.

Recommendation

It is recommended that the City Commission approve the HLMP Grant Agreement between City of Deerfield Beach and the State of Florida Division of Emergency Management.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-616

Agenda Date: 10/6/2020

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 agreement with the State of Florida, Division of Emergency Management, for the Implementation and Administration of the Hurricane Loss Mitigation Program Fiscal Year 2020-2021; authorizing the execution of the Agreement; providing 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 Hurricane Loss Mitigation Program ("HLMP") grant is a competitive grant through the State of Florida Division of Emergency Management. The City has been a recipient of HLMP Grant Funding in FY 2017-18 and FY 2019-20 assisting a total of fourteen residents with retrofits needed to tie together wind mitigation. In June 2020, the City of Deerfield Beach applied for HLMP Grant funding for FY 2020-21. The HLMP will assist with the preservation of existing housing stock by facilitating the rehabilitation of properties with retrofits needed to tie together for wind mitigation. This funding can be used to improve the wind resistance of residences through the following authorized mitigation retrofit improvements:

- Replacement of roof sheathing;
- Replacement of roof covering;
- Strengthening of roof deck attachment;
- Installation of secondary water barrier;
- Installation of window and door opening protection;
- Installation of hurricane resistant windows and doors;
- Brace bottom chord gable end; and
- Anchoring of wall or floor units to the foundation.

Current Activity

The City was notified in August 2020 that it was awarded \$194,000, the maximum amount of funding for a successful proposal. Agreement B0085 commences upon execution of both parties and ends June 30, 2021. The City has nine months to expend funds. Funds will be used in conjunction with the existing Homeownership Rehabilitation Program, currently funded by Community Development

Block Grant ("CDBG"), State Housing Initiative Partnership ("SHIP"), and Home Investment Partnership ("HOME") grants.

The HLMP Grant will assist approximately seven households in the City of Deerfield Beach with retrofits needed to tie together for wind mitigation.

Recommendation

It is recommended that the City Commission approve the HLMP Grant Agreement between City of Deerfield Beach and the State of Florida Division of Emergency Management.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT, FOR THE IMPLEMENTATION AND ADMINISTRATION OF THE HURRICANE LOSS MITIGATION PROGRAM FISCAL YEAR 2020-2021; AUTHORIZING THE EXECUTION OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE

WHEREAS, in June 2020, the City of Deerfield Beach (the “City”) applied for the Hurricane Loss Mitigation Program (the “Program”), a competitive grant program administered through the State of Florida Division of Emergency Management (“FDEM”); and

WHEREAS, the Program will assist in the preservation of existing housing stock by facilitating the retrofits needed to tie together for wind mitigation; and

WHEREAS, the City was notified that it was awarded \$194,000 from the Program (the “Program Funds”) to assist approximately seven households within the City; and

WHEREAS, the Funds will be used in conjunction with the existing Homeownership Rehabilitation Program currently funded by Community Development Block Grant (“CDBG”), State Housing Initiative Partnership (“SHIP”), and Home Investment Partnership (“HOME”) grants; and

WHEREAS, in order to receive the Program Funds, the City is required to enter into an agreement with FDEM for the 2020-2021 Fiscal Year, attached as Exhibit “A” (the “Agreement”); and

WHEREAS, City staff recommends approving and authorizing execution of the Agreement with FDEM, attached as Exhibit “A,” for the Program Funds.

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 Agreement with FDEM, attached as Exhibit “A,” for the Program Funds.

Section 3. The City Manager is authorized to execute the Agreement with FDEM, attached as Exhibit “A,” for the Program Funds, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Section 5. This Resolution shall 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

Agreement Number: B0085
Project Number: DEM-HL00043

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the **City of Deerfield Beach**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with Section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Brianna Beynart, Project Manager
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 850-815-4516
Email: Brianna.Beynart@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Jonathan Salas, Community Development Supervisor
150 NE 2nd Avenue
Deerfield Beach, FL 33441
Telephone: 954-295-4426
Fax: 954-480-6480
Email: jsalas@deerfield-beach.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **June 30, 2021**, unless terminated earlier in accordance with the provisions of Paragraph 16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is **\$194,000.00**.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's Grant Manager, as required by Section 215.971 2 c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable

discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055 6)(c) and 215.97(5 b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1 all meetings of public boards or commissions must be open to the public; (2 reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10 AUDITS)

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in Section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph 10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether

that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

19) PAYMENTS

a. Any advance payment under this Agreement is subject to Section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21 (g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

City of Deerfield Beach_____

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: **Hurricane Loss Mitigation Program**

Catalog of State Financial Assistance number: **31.066**

Amount of State Funding: **\$194,000.00**

EXHIBIT “A”
SCOPE OF WORK AND BUDGET

HISTORICAL BACKGROUND

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund (“Cat Fund”). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both “Participants” and “Non-Participants.” The term “Participants” refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term “Non-Participants” refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, “Non-Participant” coverage includes “Participant” coverage; but, “Non-Participant” coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service (“IRS”) issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the “State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts.” Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the \$10 million from the Cat Fund and split that appropriation into three categories: \$4.1 million to match grants from the Federal Emergency Management Agency; \$3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, \$2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the \$2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that “[f]unding of these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation.”

Despite the IRS’ reliance on Florida’s assertion that it would annually appropriate at least \$10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles’ decision to veto the sand dune appropriation reduced that year’s overall mitigation appropriation down to \$7.2 million.

In 1999, the Florida Legislature passed the “Bill Williams Residential Safety and Preparedness Act” (“the Act”). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program (“HLMF”) as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: “This bill creates the Hurricane Loss Mitigation Clearing Trust Fund (“HLMCTF”) to receive transfers from the Florida Hurricane Catastrophe Fund (“Cat Fund”) to provide funding for hurricane mitigation programs.” Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: “The creation of the HLMCTF assures that the \$10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund.”

PRESENT SITUATION

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management (“Division”) for the Division to administer the HLMF. By statute, that \$10 million is allocated as follows:

- \$3.5 million “to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster.”
- \$3 million “to retrofit existing facilities used as public hurricane shelters”
- \$2.8 million “to inspect and improve tie-downs for mobile homes”
- \$700,000 “to the Florida International University center dedicated to hurricane research”

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program (“RCMP”), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the \$3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates \$3.5 million for any construction mitigation efforts that will “prevent or reduce losses or reduce the cost of rebuilding after a disaster” – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-19-20-038 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management’s Division) Project Information Sheet PIS will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient’s budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project

mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

Task 1 (Identification and inspection : The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspection shall be completed using the state standard "Uniform Mitigation Verification Inspection Form". The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

- a) An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
- b) An estimate of the roof square footage;
- c) An estimate of the square footage of windows and doors;
- d) An indication whether the home has gable end reinforcement;
- e) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

Task 2 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each project approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the Uniform Mitigation Verification Inspection Form and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's procurement policy.

Task 3 (Submission of the PIS): The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested information for each structure, to include color photographs. Cost estimates for each project component must be provided by the selected contractor. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

- a) the structure is on grade or not;
- b) any unpermitted work has occurred at the structure; and,
- c) if any outstanding liens or judgments are attached to the structure or its underlying property.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than

15 calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR. Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Project management expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

DELIVERABLES:

Deliverable 1 Identification and inspection): The Recipient will provide to the Division a copy of the Uniform Mitigation Verification Inspection Form and any additional information provided by the certified mitigation inspector or building official.

Due Date: Initial PIS are due within one hundred and twenty 120 days of the contract execution date. Projects and properties may be added and removed through April 15, 2021.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses Not to exceed \$15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and HLMP Project Number;
- b) Property Owner's Name;
- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;
- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen (14) days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses Not to exceed \$15,000) associated with the approved Project's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 3 (Submission of the PIS): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial PIS. All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within one hundred and twenty 120 days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2021.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses Not to exceed \$15,000) and Construction Expenses associated with project identification, plan development, completion, and submission of the initial Division's PIS.

Deliverable 4 Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

a) Recipient's Invoice, to include;

- The Period of Performance;
- A breakdown of material and labor cost;
- Description of Work Performed; and,
- Payment amount requested for reimbursement.

b) Request for Reimbursement; (Attachment D

- Signed and dated Summary Page with relevant Detail Pages;
- Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed; and,
 - e. Amount requested for each mitigation measure,
- Copies of Canceled Checks or Electronic Funds Payment Verification;
- Quarterly Report; and,
- Affidavit of Partial Competition if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed \$15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 5 Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
- The project is 100% complete;

- Scope of Work for each structure has been completed; and,
- All relevant building Codes and Standards have been satisfied.

b) A digital media device that contains electronic folders for each individual property.

The folders must have PDF formatted documents for each of the following:

- Approved PIS;
- Scope of Work;
- Color Photographs, in digital format, documenting mitigation work pre and post);
- Building Permit;
- Post-Inspection Reports/Certificates of Completion for each structure;
- Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
- All applicable Lien Waivers.

c) An Electronic Spreadsheet to include;

- Homeowner's Name;
- Homeowner's Address;
- Pre and Post Inspection Dates;
- Retrofit Measures Completed; and,
- Retrofit Cost;

Due Date: A request for closeout is to be received by the Division on or before June 15, 2021.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The **"Final Reimbursement Request"** must be submitted by August 15, 2021.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;

- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2021.
Deliverable 2: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 3: Submission of the PIS	No later than 120 days post contract execution.	
Deliverable 4: Construction	To be completed by June 1, 2021.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than August 15, 2021.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.
Deliverable 5: Final Inspection	No later than June 15, 2021.	

Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is HLMP Project Number DEM-HL00043, City of Deerfield Beach. The Period of Performance for this project shall start upon contract execution and ends June 30, 2021.

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	\$15,000
Construction Expenses	\$179,000
Totals	\$194,000

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- e) It will comply with:
 - 1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - 2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they

be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

f) It will comply with

- 1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;
 - 2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - 3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- g) It will establish safeguards to prohibit employees from using 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 ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;
- i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including

requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

- k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - 1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
 - 2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
 - 3) Abiding by the terms and conditions of the **“Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)”** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
 - 4) When any of the Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the

recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 Standards**), the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

- 5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- 6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable

measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- 7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94 relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- r) It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

- w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- ii) With respect to demolition activities, it will:
 - 1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

- (2) Return the property to its natural state as though no improvements had ever been contained thereon.
- 3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- 4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- 5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- 6) Leave the demolished site clean, level and free of debris.
- 7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- 8) Obtain all required permits.
- 9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- 10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- 11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- 12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF
HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: **City of Deerfield Beach**

ADDRESS: **150 NE 2nd Avenue**

CITY, STATE, ZIP CODE: **Deerfield Beach, FL 33441**

Project Number: **DEM-HL00043**

PAYMENT No: _____

DEM Agreement No: **B0085**

Eligible Amount 100%	Obligated Federal _____%	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Deerfield Beach

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need

for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

**DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM**

QUARTERLY REPORT FORM

RECIPIENT: **City of Deerfield Beach**

Project Number: **DEM-HL00043**

PROJECT LOCATION: _____

DEM ID #: **B0085**

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable \$ _____)

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged

☐ Under Budget

☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- 2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-623

Agenda Date: 10/6/2020

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, adopting and authorizing submission of an amended fiscal year 2019-2020 Community Development Block Grant Action Plan to the United States Department of Housing and Urban Development; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development ("HUD") under the Community Development Block Grant ("CDBG") Program and received funds to address community development and housing needs in Deerfield Beach.

According to 24 C.F.R. 91.505(a), the jurisdiction shall amend its approved Plan whenever it makes one of the following decisions:

1. To make a change in its allocation priorities or a change in the method of distribution of funds;
2. To carry out an activity, using funds from any program covered by the consolidated plan (including program income), not previously described in the action plan; or
3. To change the purpose, scope, location, or beneficiaries of an activity.

In this instance, the substantial change to the action plan was triggered by #1 in the above list. Federal regulations governing the City of Deerfield Beach Fiscal Year 2015-2020 Consolidated Plan requires a participating jurisdiction to provide citizens with reasonable notice of, and an opportunity to comment on, an amendment to the FY 2019/2020 Action Plan. The public comment period was extended five (5) days as a result of the COVID-19 Pandemic, from October 1, 2020 through October 5, 2020; with no public comments received.

On March 27, 2020, the City of Deerfield Beach was allocated \$406,320 of Community Development Block Grant Coronavirus Funds ("CDBG-CV") funds, this allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). The City Commission approved the first release of funding from HUD under the CDBG-CV funds in the amount of \$406,320 Resolution Number 2020/065 at the June 16, 2020 City Commission Meeting. Funds were allocated to the City's Mortgage, Rental, and Utilities Assistance Program and Micro-Enterprise Assistance Program.

Current Activity

On September 11, 2020, the City received notification of another round of funding made available to the City through the CARES Act CDBG-CV funds in the amount of \$582,801. The total allocation available to the City under the CARES Act CDBG-CV is \$989,121.

This proposed amendment to the Action Plan will enable the City to receive and administer this special allocation from HUD to be used to prevent, prepare for, and respond to COVID-19.

Funds are available for activities that benefit low to moderate income households; up to 80% AMI. Below is a summary of the eligible projects the City will undertake utilizing the third round of CDBG-CV funds.

Rental Assistance - \$216,240.80

The City's Rental Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 6 months for costs incurred from April 1, 2020 and onward. Applicants are eligible to receive up to \$10,000 of grant assistance.

Utilities Assistance - \$250,000

The City's Utilities Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 6 months for costs incurred from April 1, 2020 and onward. Applicants are eligible to receive up to \$1,000 of grant assistance.

Planning and Administration - \$116,560.20

Cost associated with administering the CDBG-CV programs and all required documents.

Policy and Procedure Amendment

The City's Policy & Procedure for the Mortgage and Rental Assistance Program allowed applicants to receive emergency financial assistance for families impacted by the COVID-19. Applicants were eligible for assistance for up to 3 months for costs incurred from April 1, 2020 and onward and were eligible to receive up to \$5,000 of grant assistance, including a \$1,000 utility allowance. City Staff has updated the City's Mortgage and Rental Assistance Program to allow applicants to receive up to 6 months of assistance from April 1, 2020 and onward and up to \$10,000 of grant assistance with a \$1,000 utility allowance. The updated policies and procedures of the Mortgage and Rental Assistance Program allow City Staff to better assist residents impacted by the COVID-19 Pandemic.

Micro-Enterprise Reallocation of Funding Amendment

The proposed amendment to the Action Plan will also reallocate Micro-Enterprise CDBG-CV Program funds to the City's Rental Assistance Program. Initial funding of \$75,000 for the Micro-Enterprise Program was approved at the June 16, 2020 Commission Meeting Resolution Number 2020/065. The City's Rental Assistance program provides emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 6 months for costs incurred from April 1, 2020 and onward. Applicants are eligible to receive up to \$10,000 of grant assistance. Reallocating \$75,000 from the Micro-Enterprise Program to the Rental Assistance Program would allow City Staff to better assist residents impacted by the COVID-19 Pandemic; assisting a minimum of 7 residents.

This Action Plan amendment is the City's application to HUD to receive funds. Once approved, a grant agreement will be provided for execution, the funds will be then available to begin the program.

Recommendation

Staff recommends City Commission approval of the proposed third amendment to FY 2019-2020 CDBG Annual Action Plan to incorporate the City special allocation of CDBG-CV funds.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-623

Agenda Date: 10/6/2020

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Voting Requirement

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Planning and Administration - \$116,560.20

Cost associated with administering the CDBG-CV programs and all required documents.

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This Action Plan amendment is the City's application to HUD to receive funds. Once approved, a grant agreement will be provided for execution, the funds will be then available to begin the program.

Recommendation

Staff recommends City Commission approval of the proposed third amendment to FY 2019-2020 CDBG Annual Action Plan to incorporate the City special allocation of CDBG-CV funds.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AND AUTHORIZING SUBMISSION OF AN AMENDED FISCAL YEAR 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (“HUD”) under the Community Development Block Grant (“CDBG”) Program and received funds to address community development and housing needs in Deerfield Beach; and

WHEREAS, on March 27, 2020, the City was allocated \$406,320 of CDBG Coronavirus (“CDBG-CV”) funds through the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, the City Commission approved the first release of funding from HUD under the CDBG-CV funds in the amount of \$406,320 on June 16, 2020; and

WHEREAS, on September 11, 2020, the City received notification of another round of funding made available to the City through the CARES Act CDBG-CV funds in the amount of \$582,801, bringing the total allocation available to the City under the CARES Act CDBG-CV to \$989,121; and

WHEREAS, the City desires to amend the Fiscal Year (“FY”) 2019-2020 CDBG Annual Action Plan to incorporate the City’s additional allocation of CDBG-CV funds and to reallocate CDBG-CV funds from the Micro-Enterprise Activity to the Rental Assistance Activity; and

WHEREAS, the proposed amendment to the FY 2019-2020 CDBG Annual Action Plan will enable the City to receive and administer the CDBG-CV funds to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, the CDBG-CV funds will be used for the City’s Rental Assistance Program, Utilities Assistance Program, and for costs associated with the administering of these programs; and

WHEREAS, City staff recommends that the City Commission adopt and authorize submission of the amended FY 2019-2020 CDBG Action Plan, attached as Exhibit “A” (the “Amended Action Plan”).

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 Amended Action Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Amended Action Plan to HUD.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY2019/2020 ANNUAL ACTION PLAN



Amendment

**Prepared by
The City of Deerfield Beach
Community Development Department**

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Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Deerfield Beach is located in northeastern Broward County, Florida. Incorporated in 1925, it is a City with significant history. The City of Deerfield Beach has participated in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as a direct entitlement grantee since FY 2000. As a CDBG grantee, the City became eligible for State Housing Initiative Partnership (SHIP) program funding and later joined the Broward County Home Initiative Partnership (HOME) Consortium.

This Annual Action Plan is the fifth year (FY 2019/2020) of the Five-Year Consolidated Planning period, which covers years 2015 to 2019. The Annual Action Plan outlines the activities the City will undertake in the fiscal year 2019/2020 (October 1, 2019 to September 30, 2020). To receive CDBG funding, the City must assess local housing and community development needs, resources, and socioeconomic impediments toward building and sustaining viable neighborhoods. The projects identified in this plan will be primarily used to benefit low- to moderate-income residents of the City and focus on neighborhoods in the City with low- to moderate-income residents.

The City of Deerfield Beach vision statement is “To be the most dynamic South Florida Coastal Community in which to live, work and play” and its mission is “To enhance the quality of life within our community through a proactive and effective government.”

The City’s goals and values are the following: A cleaner, greener city; Vitality and revitalization of business districts and neighborhoods; Superior customer service and customer focused government; Encourage a close working relationship between the public and private sectors; Proactively address issues that will affect the quality of life for our community; Ensure the financial health of city government; Provide a safe and healthy environment; Advance employee development and satisfaction; and Effectively communicate among all levels of the organization and with the public.

2. Summarize the objectives and outcomes identified in the Plan

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2015-2019. The Plan provides a brief description of the programs and projects of the City of Deerfield Beach in FY 2019-2020, as well as funding other funding announcements. The City’s goals for FY 2019-20 are:

Preservation of Affordable Housing

The City continues to conserve its existing housing stock, especially housing available to low- and moderate-income persons in the City. The City’s goal is to provide decent, safe and sanitary housing to residents.

Provide Affordable Housing

Provide homeownership assistance to low-to moderate-income households through purchase assistance which includes down payment, closing cost, mortgage buy down and interest reduction.

Suitable Living Environment

The goal of providing a suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services by upgrading physical improvements such as sidewalk installation, street lighting, and improved public streets. As well as providing public service programs to seniors in the community.

Economic Development

The goal of this program is providing funding to small businesses affected by the COVID-19 pandemic City-wide. The COVID-19 Micro-Enterprise Grant Assistance Program will provide one -time up to **\$5,000.00**, in financial assistance to businesses to achieve the following objectives: Meet basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the City to choose its goals and/or projects for FY 2019-20. A more detailed evaluation of past performance is documented in the City's FY 2017-18 Consolidated Annual Performance & Evaluation Report (CAPER). The City recognizes the evaluation of past performance is critical to ensure the City is implementing activities effectively and those activities align with the City's overall strategies and goals.

In 2017/2018, the most recent completed year, the City completed the following projects:

- Provided Purchase Assistance to 7 households. (Utilized multiple funding sources)
- Completed Home Repair projects to 15 households. (Utilized multiple funding sources)
- The senior transportation program provided assistance to 97 unduplicated seniors.
- Completion of Natura Sidewalk Project
- Johnnie McKeithen Playground

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation, sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Deerfield Beach provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low- to moderate-income representative groups. The CPP details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of CAPER.

A draft of the Deerfield Beach FY2019/2020 Annual Plan was made available for public review, input and comments before being adopted by the City Commission and subsequently will be submitted to HUD. Citizens are encouraged to participate through public hearings held before the development of the draft, during review of the draft and adoption of the Action Plan. The plan was available for review on the City's website www.deerfield-beach.com.

Date	Activity
February 12, 2019.	Notice of Pre-Development Meeting
February 28, 2019	Pre-Development Meeting for Citizen Input
May 3, 2019	Notice of 30-day comment period
May 3, 2019 to June 3, 2019	30-day public comment period
June 4, 2019	Public Hearing and proposed approval of Annual Action Plan

Table 1 – Citizen Participation Schedule

5. Summary of public comments

Please see Appendix B for summary of citizen's comments and official response from City.

6. Summary of comments or views not accepted and the reasons for not accepting them

None of the comments received were rejected. See attached Appendix B for comments and official response from the City.

7. Summary

N/A

PR-05 Lead & Responsible Agencies – 91.200(b)

4. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Jonathan Salas	City of Deerfield Beach- Community Development Department

Table 2 – Responsible Agencies

Consolidated Plan Public Contact Information

Vickki Placide-Pickard, Director of Community Development

City of Deerfield Beach

325 NW 2nd Avenue

Deerfield Beach, FL 33441

954-571-2675

Vplacide-Pickard@deerfield-beach.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

4. Introduction

The City of Deerfield Beach has previously adopted a citizen participation plan that identified when public hearings and other consultations are to take place. During the planning of the Action Plan, the City coordinated with other housing and support service agencies to ensure available resources are utilized and leveraged. Interdepartmental coordination occurred this year to define needs of neighborhoods.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City staff works closely with the Deerfield Beach Housing Authority/Deerfield Beach Family Empowerment (DBHA/DBFE) to assist and support wherever needed. The housing authority is also the City’s Consultant for the City’s homeowner rehabilitation and purchase assistance program. In addition, the City also coordinated with other housing and support service agencies to ensure that available resources are utilized and leveraged.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

N/A – The City of Deerfield Beach does not receive ESG funds. However, the City works with Broward County’s Continuum of Care Agency Homeless Initiative Partnership.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A- The City of Deerfield Beach does not receive ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations.

Table 3 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Broward County Homeless Initiative Partnership
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Children Services-Elderly Persons Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Services-Employment Other government – County Other government – Local Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Broward County Homeless Initiative was consulted to determine strengths and/or gaps in the institutional delivery system, homeless count, homeless facilities and needs of the at-risk community. It was determined that the services provided were comprehensive enough to service the needs of the target communities, however, the lack of funding limits the number that can be served.
2	Agency/Group/Organization	FORT LAUDERDALE HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services-Persons with HIV/AIDS Health Agency Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Fort Lauderdale was consulted to determine the strengths and/or gaps in the institutional delivery system and the needs of those infected with HIV and/or AIDS. It was determined that the services provided were comprehensive enough to service the needs of the target community, however, the lack of funding limits the number that can be served.
3	Agency/Group/Organization	Deerfield Beach Housing Authority
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Deerfield Beach Housing Authority was consulted on the Housing needs Assessment and strategies to proceed. The City of Deerfield Beach and the Deerfield Beach Family Empowerment, Inc., have historically worked well together and have partnered to provide affordable housing and other needs to LMI residents in the City.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Comprehensive Plan	City of Deerfield Beach – Planning & Development Services	The City Comprehensive Plan identifies the City's housing needs as well as other community needs which includes parks and street improvement.
State Housing Initiatives Partnership LHAP – Local Housing Assistance Plan	State of Florida Housing Finance Corporation	The City of Deerfield Beach administers the State funded housing program to assist very low/low and moderate-income persons/families. The City follows the LHAP to administer the housing programs.

Table 4 – Other local / regional / federal planning efforts

AP-12 Participation – 91.401, 91.105, 91.200€

4. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Deerfield Beach provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low- to moderate-income representative groups. The CPP details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of the Consolidated Annual Performance and Evaluation Report (CAPER). The CPP is available to the general public. Upon request, the City will provide the CPP in a form accessible to persons with disabilities (i.e. oral or large print for visually impaired).

Amendment 3

The City of Deerfield Beach under the provisions of the CARES Act held a 5-day public comment period from September 28, 2020 to October 2, 2020. The Plan could be downloaded and viewed from the City's website at <http://www.deerfield-beach.com/1769/Approved-Docs>.

A virtual Commission Meeting was held at 7:00 p.m. on October 6, 2020, utilizing communications media technology with elected officials and City staff participating through video conferencing to approve the amendment to FY 2019/2020 Annual Action Plan to reflect the third round of CDBG-CV funds.

Citizen Participation Plan Amendment

The City Citizen Participation Plan was amended on July 30, 2020 to incorporate COVID-19 process. The amended Citizen Participation Plan is attached in AD-26.

Advertisement

The City of Deerfield Beach made available to citizens, public agencies, and other interested parties the summary of proposed projects and the amount allocated to each project. This information was published for comment in the "Observer", a newspaper of general circulation, and made available on the City's website.

The City responds to all concerns, questions and/or complaints from citizens related to the consolidated plan, amendment of the plan, or the performance report. The City will provide a timely, substantive written response to every written citizen question and/or concern within 15 working days, where practicable.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Broad Community Outreach	N/A	N/A	N/A	
2	Website- City of Deerfield Beach and DBHA	Broad Community Outreach	N/A	N/A	N/A	
3	Public Hearing	Broad Community Outreach	<i>Will add after Commission meeting</i>	N/A	N/A	
4	Local Community Meetings	Broad Community Outreach	Designate information about programs.	N/A	N/A	
5	City Community Centers	Broad Community Outreach	Designate information about programs.	N/A	N/A	
6	5-day Public Comment Period	Broad Community Outreach	The City of Deerfield Beach under the provision of the CARES Act held a 5-day public comment period from June 8, 2020 to June 12, 2020. The plan was available for view on the City's website.	All comments were accepted	All comments were accepted	
7	Public Hearing	Broad Community Outreach	A virtual public hearing was held June 16, 2020 to inform the public of the amendment to the FY2019 Annual Action Plan.	All comments were accepted	All comments were accepted	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
<u>8</u>	<u>5-day Public Comment Period</u>	<u>Broad Community Outreach</u>	<u>The City of Deerfield Beach under the provision of the CARES Act held a 5-day public comment period from September 28, 2020 to October 2, 2020. The plan was available for view on the City's website.</u>	<u>All comments were accepted</u>	<u>All comments were accepted</u>	
<u>9</u>	<u>Public Hearing</u>	<u>Broad Community Outreach</u>	<u>A virtual public hearing was held October 6, 2020 to inform the public of the amendment to the FY2019 Annual Action Plan.</u>	<u>All comments were accepted</u>	<u>All comments were accepted</u>	

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2)

Introduction

The City of Deerfield Beach's CDBG allocation for FY 2019/2020 is \$659,318. The City's proposes to use the funds for homeownership rehabilitation assistance, purchase assistance, public services, commercial façade/economic development, and program planning and administration. The City anticipates receiving \$102,250 in State Housing Initiative Partnership (SHIP) funds and \$193,098 in Home Investment Partnership (HOME) funds through Broward County Consortium.

FEDERAL RESOURCES

Community Development Block Grant (CDBG)

CDBG was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate-income persons. Funds are used for housing to benefit low and moderate-income persons, public facilities and improvements, expanded public services, rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate-income persons.

Home Investment Partnerships Program (HOME)

The City is a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderdale, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new construction of housing, and tenant based rental assistance. In addition, HUD rules require that at

least 15% of HOME funds be set aside for community housing development organizations (CHDO) to develop affordable housing.

STATE RESOURCES

State Housing Initiative Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation under this program. Florida Housing administers the SHIP program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership. The program was designed to serve very low, low and moderate-income families.

Amendment 3 - CDBG-CV

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG for the City of Deerfield Beach. The additional CDBG CARES Act funds allocated to the City was \$406,320 with provisions that suspends the 15% cap on public services and allows HUD to waive further program requirements if necessary. On September 11, 2020, the City of Deerfield Beach was notified via an Amendment of a third allocation of CDBG-CV funds in the amount of \$582,801; this allocation was authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The City's cumulative allocation in CDBG-CV funds is \$989,121. The City is amending its FY2019-20 Action plan to include \$582,801 of special funding.

Amendment 3 – CDBG-CV

The City is amending its FY 2019-20 Annual Action Plan by reallocating CDBG-CV funds from the Micro-Enterprise Activity to the Rental Assistance Activity. Initially, the Micro-Enterprise CDBG-CV Activity was budgeted for \$75,000; however, with the COVID-19 pandemic the need is greater to assistance residents with rental assistance in a form of a grant through the City's Rental Assistance Program. Assistance will be provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$10,000 of grant assistance.

Amendment 2 -CDBG-CV

On March 27,2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG for the City of Deerfield Beach. The additional CDBG CARES Act funds allocated to the City was \$406,320 with provisions that suspends the 15% cap on public services and allows HUD to waive further program requirements if

necessary.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Admin and Planning Economic Development Housing Public Improvements Public Services	659,318	0	0	659,318	1,000,000	The City is an entitlement grantee and anticipates receiving \$659,318 over the next 4 years.
Supportive Housing Program	public – state	Housing	102,250	0	0	102,250	278,500	City is a State SHIP grantee receiving approximately \$102,250 per year.
Other HOME Consortium	public – federal	Housing	193,098	0	0	193,098	301,000	As a member of the Broward County HOME Consortium, the City receives an annual allocation of approximately \$193,098
Other CDBG-CV	Public-federal	Admin & Planning, Economic Development and Housing	406,320	0	0	406,320	0	CARES Act Amendment funds allocated to the City of Deerfield Beach was \$406,320

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
<u>Other</u> <u>CDBG-CV</u>	<u>Public-federal</u>	<u>Admin & Planning, and Housing</u>	<u>582,801</u>	<u>0</u>	<u>0</u>	<u>582,801</u>	<u>0</u>	<u>CARES Act Amendment funds allocated to the City of Deerfield Beach was \$528,801</u>

Table 6 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

With the Purchase Assistance Program, the City will leverage funds with State and private bank funds for the mortgage of a property. The Homeownership Rehabilitation Program is leveraged with Federal and State funds as well.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city owns a limited supply of lots within LMI areas. In the future the city may use these lots for in-fill housing and mix-use development activities in conjunction with local non-profits or private developers.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2015	2019	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$200,000	Homeowner Housing Rehabilitated: 4 Household Housing Unit
2	Homebuyer Assistance	2015	2019	Affordable Housing	Citywide	Purchase Assistance	CDBG: \$202,455	Direct Financial Assistance to Homebuyers: 4 Households Assisted
3	Economic Development	2015	2109	Non-Housing Community Development	Census Tract/Block Group 103.06 (1,2)	Economic Development	CDBG: \$75,000 CDBG-CV \$75,000	Economic Development Activities: provide assistance to small businesses impacted by the COVID-19 Pandemic. Businesses Benefit: 15 businesses CDBG-CV Business Benefit: 15 businesses
4	Public Service – Senior Transportation	2015	2019	Non-Housing Community Development	Citywide	Public Service – Senior Transportation	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
5	Public Service Adult Day Care	2015	2019	Non-Housing Community Development	Citywide	Public Service	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
6	Public Service Health & Wellness	2015	2019	Non-Housing Community Development	Citywide	Public Service	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted

7	Planning and Administration	2015	2019	Non-Housing Community Development	Citywide	Administration	CDBG: \$131,863 CDBG-CV \$81,264 <u>CDBG-CV</u> <u>\$116,560.20</u>	Oversee the administration, development and implementation of the program CDBG-CV Oversee the administration and implementation of the programs and reporting <u>CDBG-CV Oversee the administration and implementation of the programs and reporting</u>
8	Rental Assistance	2015	2019	Affordable Housing	Citywide	Rental Assistance	CDBG-CV \$250,056 <u>CDBG-CV</u> <u>\$466,240.80</u>	CDBG-CV- Rental & Utilities Assistance:62 Households to be Assisted <u>CDBG-CV- Rental & Utilities Assistance:271 Households to be Assisted</u>

Goals Summary Information

Table 7 – Goals Summary

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	The goal is to provide homeowner rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare. The home repair program is limited to low-to moderate-income homeowners and is available on a first qualified, first served basis.
2	Goal Name	Homebuyer Assistance
	Goal Description	The goal of the Purchase Assistance Program is to provide assistance to eligible homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing.
3	Goal Name	Economic Development
	Goal Description	The goal of this program is to provide funding to small businesses in the City affected by the COVID-19 pandemic. The selected project will be awarded as a grant and will focus on meeting business basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force. CDBG-CV funds will help to assist small businesses with direct financial assistance in the City affected by the COVID-19 pandemic. The selected project will be awarded as a grant and will focus on meeting business basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.
4	Goal Name	Public Service – Senior Transportation
	Goal Description	The goal of this project is to provide transportation services to seniors in our community to areas in the City.
5	Goal Name	Public Service – Wellness Program
	Goal Description	Public Service- The goal is it provide wellness services to seniors in our Community.

6	Goal Name	Public Service – Alzheimer Day Care Program
	Goal Description	Public Service- The goal is it provide day care services to seniors in our Community.
7	Goal Name	Housing - Rental and Utility Assistance
	Goal Description	<u>CDBG-CV -The City's Rental Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$10,000 of grant assistance. The City's Utilities Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance will be provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$1,000 of grant assistance.</u>

AP-35 Projects – 91.420, 91.220(d)

Introduction

The City identified FY 2019/2020 Annual Action Plan Projects.

#	Project Name
1	Homeownership Rehabilitation
2	Purchase Assistance
3	Economic Development
4	Senior Transportation Program
5	Adult Day Care Program
6	Senior Health and Wellness
7	Planning and Administration
8	CV- Administration CARES Act Amendment
9	CV-Economic Development CARES Act Amendment
10	CV-Housing Payment Programs CARES Act Amendment

Table 8 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The main focus for the City is to maintain and provide decent affordable housing and improving the living environment of the City's low to moderate-income residents through public service and public improvements. The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

P-38 Project Summary

Project Summary Information

1	Project Name	Homeownership Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Maintaining Affordable Housing
	Funding	CDBG: \$200,000
	Description	The goal is to provide Homeowner Rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.
	Estimate the number and type of families that will benefit from the proposed activities	4 households
	Planned Activities	Homeowner Rehabilitation

2	Project Name	Purchase Assistance
	Target Area	Citywide
	Goals Supported	Homebuyer Assistance
	Needs Addressed	Expanding affordable housing
	Funding	CDBG: \$202,455
	Description	Purchase Assistance
	Estimate the number and type of families that will benefit from the proposed activities	4 households
	Planned Activities	Purchase Assistance
3	Project Name	Economic Development
	Target Area	Citywide
	Goals Supported	Economic Opportunity
	Needs Addressed	Economic Opportunity
	Funding	CDBG: \$75,000
	Description	Micro-Enterprise Grant Assistance Program provide funding to small businesses Citywide affected by the COVID-19 pandemic. Assisted businesses will be awarded a grant that will focus on meeting basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force.
	Estimate the number business that will benefit from the proposed activities	15
	Planned Activities	Economic Development
4	Project Name	Senior Transportation Program
	Target Area	Citywide
	Goals Supported	Public Service - Senior Transportation
	Needs Addressed	Public Service - Senior Transportation
	Funding	CDBG: \$25,000
	Description	The Senior Transportation program is made available to persons 62 years and older who need transportation. The bus service may include the following locations Monday through Friday: To and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries and post offices, local parks and beaches and local restaurants.

	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	
	Planned Activities	Transportation Services.
5	Project Name	Adult Day Care Program
	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$15,000
	Description	Provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.
6	Project Name	Senior Health and Wellness
	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$10,000
	Description	Provide health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.
7	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation Homebuyer Assistance Public Improvements Public Service - Senior Transportation Public Service

	Needs Addressed	Housing Rehabilitation Purchase Assistance Public Service Public Improvements
	Funding	CDBG: \$131,863
	Description	Administration of the Programs.
	Estimate the number and type of families that will benefit from the proposed activities	
	Planned Activities	Administration of the Programs.

CDBG-CV

1	Project Name	CV-Administration CARES Act Amendment
	Target Area	Citywide
	Goals Supported	Housing Economic Development
	Needs Addressed	Maintaining Affordable Housing & Support Economic Development
	Funding	CDBG: \$81,264
	Description	Administration of the CDBG-CV Cares Act Funds in the City.
	Estimate the number and type of families that will benefit from the proposed activities	N/A Administration of the CDBG Cares Act Funds in the City.
	Planned Activities	Administration of the CDBG Cares Act Funds in the City.
2	Project Name	CV-Economic Development CARES Act Amendment
	Target Area	Citywide
	Goals Supported	Economic Development
	Needs Addressed	Support Economic Development
	Funding	CDBG-CV: \$75,000
	Description	CDBG-CV funds will assist 15 small business with direct financial assistance to sustain during COVID-19 pandemic.
	Estimate the number and type of families that will benefit from the proposed activities	An estimate of 15 small businesses will be assisted.
	Planned Activities	Planned activities will include direct financial assistance to small businesses in the City to sustain COVID-19 pandemic.
3	Project Name	CV-Housing Payments Program CARES Act Amendment
	Target Area	Citywide
	Goals Supported	Housing
	Needs Addressed	Maintain adequate supply of affordable housing
	Funding	CDBG: \$250,056
	Description	CDBG-CV funds will help assist with housing payment and utilities assistance for eligible applicants for a maximum of 3 months.
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 56 low to moderate income households will benefit for Housing Payments Program.
	Planned Activities	Housing Payments Program

4	Project Name	<u>CV-Administration CARES Act Amendment 3</u>
	Target Area	<u>Citywide</u>
	Goals Supported	<u>Housing</u>
	Needs Addressed	<u>Maintain affordable housing and prevent, prepare for and respond to COVID-19.</u>
	Funding	<u>CDBG: \$116,560.20</u>
	Description	<u>Administration of the third round of CDBG-CV Cares Act Funds in the City.</u>
	Estimate the number and type of families that will benefit from the proposed activities	<u>N/A Administration of the third round of CDBG Cares Act Funds in the City.</u>
	Planned Activities	<u>Administration of the CDBG-CV Cares Act Funds in the City.</u>
5	Project Name	<u>CV-Housing Payments Program CARES Act Amendment 3</u>
	Target Area	<u>Citywide</u>
	Goals Supported	<u>Housing</u>
	Needs Addressed	<u>Maintain adequate supply of affordable housing</u>
	Funding	<u>CDBG-CV: \$466,240.80</u>
	Description	<u>CDBG-CV funds will help assist with housing payment assistance and utilities for eligible applicants for a maximum of 6 months.</u>
	Estimate the number and type of families that will benefit from the proposed activities	<u>271 households</u>
	Planned Activities	<u>Housing and Utilities Payments Program</u>

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

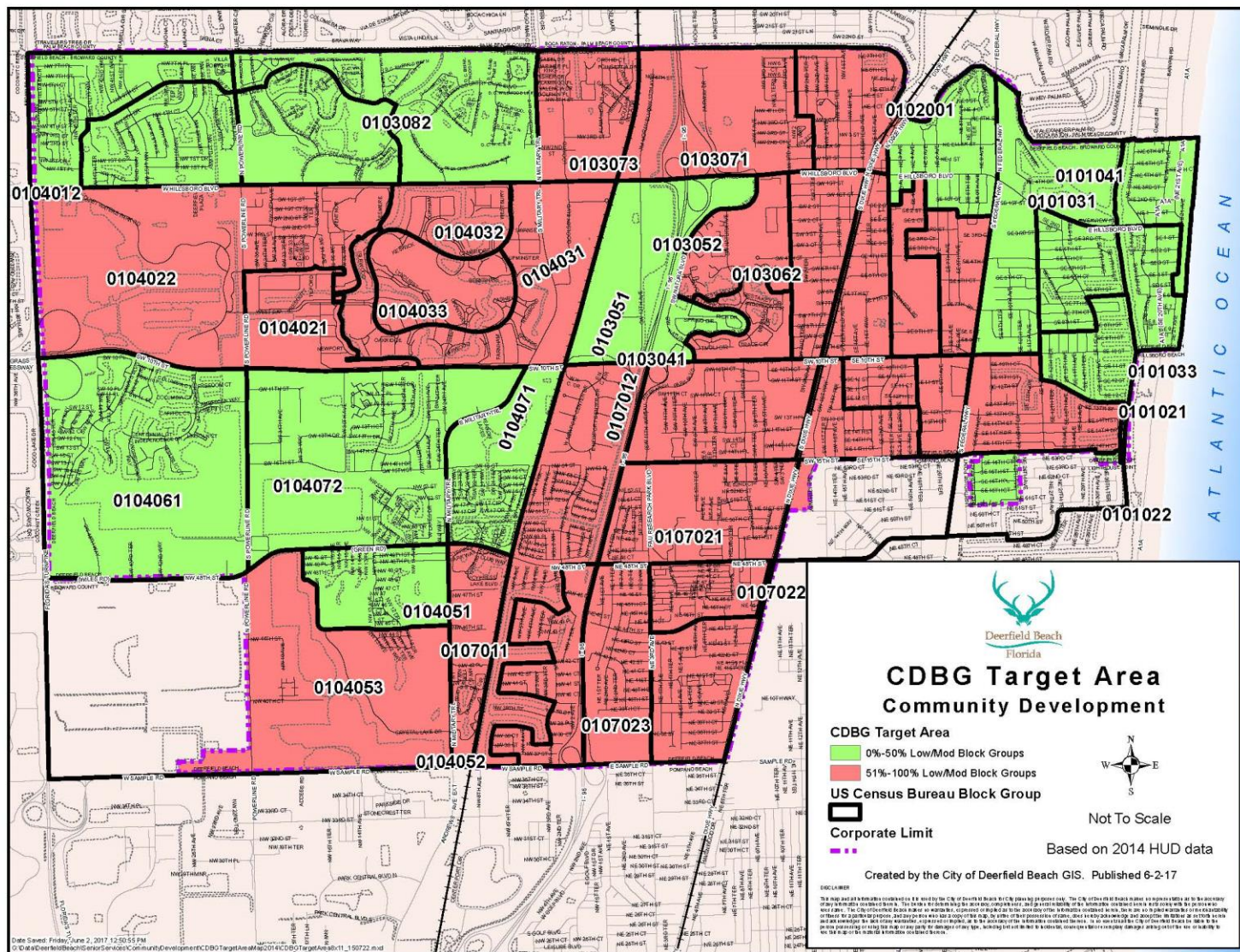
The City of Deerfield Beach is located in northeastern Broward County, Florida, just south of the Palm Beach County line. The City shares borders with Boca Raton in Palm Beach County (to the north) and the cities of Pompano Beach, Lighthouse Point, Hillsboro Beach and Coconut Creek in Broward County.

According to the Bureau of Economic and Business Research (BEBR), the City's population for 2016 is 78,042 with approximately 42,671 housing units. The City's household income according to the US Bureau of the Census' America Community Survey (ACS) 2011-2015 is \$40,626. The City's population is 67.6% White, 26.3% Black/African American, 1.8% Asian, and two or more races population at 2.6%. Hispanic or Latino residents (among any race) account for 16.1% of the population.

The City's CDBG target areas include areas with 51% or more of the residents are low to moderate income. The public improvement projects which include sidewalk installation and streetlights must be completed in the City's designated Target area. The area is characterized by low- to moderate-income concentration, with signs of economic decline, and slum and blighted areas. The target area map shows the areas in the City with low- to moderate-income concentration of 51.0 percent and above.

Rationale for the priorities for allocating investments geographically

N/A



AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Deerfield Beach housing market presents significant barriers to developing an adequate supply of affordable housing for low to moderate-income people. The City of Deerfield Beach has taken steps to remove regulatory barriers to affordable housing. The City will continue to educate residents on fair housing best practices and work with non-profits organizations serving low- and moderate-income residents. The City will continue to include strategies within the 2019 Action Plan to prioritize state and federal funding sources for affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will review its Comprehensive Plan, its zoning ordinance and building codes to ensure these documents do not contain barriers to affordable housing. Some policies implemented include:

- Permits as defined in s. 163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects.
- The City's Planning and Development Services and Community Development staff through the City Commission maintain an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section addresses the City of Deerfield Beach's planned actions to foster and maintain quality affordable housing, continue the mitigation of lead-based paint hazards in homes occupied by low- to moderate-income individuals, reduce the number of households in poverty through various services, programs and coordination of service providers.

Actions planned to address obstacles to meeting underserved needs

Provide resources.

Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain affordable housing through its Purchase Assistance and Homeowner Rehabilitation programs. The City will also provide support or otherwise to private efforts to reinvest into the existing housing stock as such opportunities arise.

Actions planned to reduce lead-based paint hazards

The City will continue to ensure all housing programs and projects comply with lead paint regulations. Part of any City administered housing program, the City will ensure all appropriate lead hazard disclosures, brochures and testing are done in compliance with Federal regulations for those homes built prior to 1978. If abatement is required, specifications by a certified lead contractor will be written and incorporated into rehabilitation specifications to be implemented by the City with CDBG funding. These actions will prevent lead poisoning and hazards in the community.

Actions planned to reduce the number of poverty-level families

The City will continue to dedicate a portion of its federal and state funds to affordable housing strategies. In addition, the City collaborates with Broward Coalition for the Homeless, Broward County Continuum of Care Program, the Deerfield Beach Housing Authority and other Broward County agencies to support additional programs to limit poverty among the residents of the City. Housing counseling, debt management, credit repair, as well as other social services are provided within the City as well as through various partners available to assist residents in financial crisis.

Actions planned to develop institutional structure

Community Development Department is responsible for the Planning and Administration of the CDBG-Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and all other reports associated with the CDBG program.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Deerfield Beach participates in County/City Committees created to coordinate public, private

and community-based efforts to expand affordable housing and economic development initiatives through research and program development activities that support community development joint ventures between the private and public sectors.

Amendment 3

On March 27, 2020 the Federal Coronavirus Aid, Relief and Economic Security Act (CARES) was signed into law to assist communities in their efforts to prevent, prepare for and respond to the Coronavirus (COVID-19) pandemic. The CARES Act included supplemental formula allocations to HUD's CPD programs, including CDBG for the City of Deerfield Beach. The additional CDBG CARES Act funds allocated to the City was \$406,320 with provisions that suspends the 15% cap on public services and allows HUD to waive further program requirements if necessary. On September 11, 2020, the City of Deerfield Beach was notified via an Amendment of a third allocation of CDBG-CV funds in the amount of \$582,801; this allocation was authorized by the Coronavirus Aid, Relief and Economic Security Act (CARES Act). The City's cumulative allocation in CDBG-CV funds is \$989,121. The City is amending its FY2019-20 Action plan to include \$582,801 of special funding.

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Amendment 2

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amendment to FY 2019/2020 Annual Action Plan to reflect the CDBG-CV funds.

Amendment 1

The City is amending its FY 2019-20 Annual Action Plan by reallocating CDBG funds from the Commercial Façade Activity to the Micro-Enterprise Activity. Initially, the Commercial Facade Improvement Activity was budgeted for \$75,000, however with the COVID-19 pandemic the need is greater to assistance small businesses in a form of a grant through the Micro-Enterprises Grant Assistance program.

Micro-Enterprise \$75,000

The City's Micro-Enterprise Grant Assistance Program is designed to support small businesses in the City that are being impacted by COVID-19 Pandemic. This Grant Program will assist small businesses (sole proprietorship, corporations, limited liability corporations and sub chapter S corporations) with working capital to sustain during the COVID -19 health crisis. The COVID-19 Micro-Enterprise Grant Assistance Program will provide one -time up to **\$5,000.00**, in financial assistance to businesses to achieve the following objectives: Meet basic obligations, business lease or mortgage payments, utilities payments, monthly debt payments, business payroll, business inventory expenses to remain viable, and to encourage business to maintain their labor force. The program will assist a minimum of 15 Micro-Enterprise businesses physically located in the City of Deerfield Beach.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Program Income is only generated when previous recipients of CDBG funds (or other entitlement programs) default on the terms of their deferred loan, at that time repayment is due to the City. The City's Homeowner Rehabilitation and Purchase Assistance activities are the only activities in which funds are issued in the form of a deferred loan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-603

Agenda Date: 10/6/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the submission of the Local Government Verification of Contribution Loan Form for the Tallman Pines III Development Project; providing for a commitment of future loan funding of \$640,000 contingent upon City Commission approval of the loan terms and all applicable planning and zoning approvals for the project: providing for execution and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Broward County Housing Authority/Building Better Communities in partnership with Housing Trust Group ("HTG") is proposing to develop two projects on vacant parcels in the Tallman Pines neighborhood; an 8-story, 75-unit rental senior housing project on Dixie Highway and NW 38th Court and 80-unit affordable rental family housing at NE 5 Avenue and NE 39th Street (the "Project"). The Project will be 100% affordable with 85% of the units available to tenants at or below 70% and 60% of Area Median income, and 15% of the units to extremely low-income tenants at extremely low-income level equal to or below 30% of the Area Median Income Level. The development is made of one-bedroom/one-bathroom and two-bedroom/two-bathroom units in the senior housing portion, and two-bedroom and three-bedroom units in the family section. The Project will remain affordable for a period of 55 years.

HTG has developed over 7,500 affordable housing units throughout Florida. Within HTG's portfolio is Village Place, a six story, 112-unit affordable apartment for seniors located at 720 NW 4th Avenue in the Flagler Village in Fort Lauderdale. Another HTG project is its Courtside apartments, an affordable family project in Miami.

Current Activity

The developer is made up of co-partners Building Better Communities, Inc. (Broward County Housing Authority's non-profit entity, "BBC") and HTG (collectively, the "Development Team"). The land is owned by the Broward County Housing Authority ("BCHA") and will be leased to an affiliated single purpose entity for a period of 75 years. The Development Team is submitting two housing credit financing applications for affordable housing developments to Florida Housing Finance Corporation ("FHFC"). A Local Government Contribution is recommended, which would provide up

to 5 points to the applicant and increase the probability of receiving financing from FHFC.

The Local Government Contribution can be in the form of cash loans and/or cash grants. The Development Team has requested a loan contribution from the City of Deerfield Beach in the amount of \$640,000 (minimum requirements per the financing application).

The Development Team has submitted project information indicating the total project cost is estimated at \$24,800,000 for the 8-story senior building and \$21,980,000 for the 80-unit family development. The City is only required to provide a Local Government Contribution to one of the two applications/projects.

The Development Team has been working with the community and has held a community meeting on Wednesday, September 23 with the Tedder Neighborhood Association.

Recommendation

City staff recommends that the City Commission approve the execution of the Florida Housing Finance Corporation Local Government Verification of Contribution loan form showing a future commitment by the City of Deerfield Beach to loan \$640,000 to BCHA and HTG for the development of Tallman Pines III for the 80-unit affordable rental family housing project. This commitment is contingent upon the award of 9% tax credits from FHFC in 2021. Below are the proposed terms of the loan.

- Loan amount- \$640,000
- Interest rate- subject to negotiation at the time of the loan (not exceeding maximum rate permitted by law)
- Loan disbursement 50% May 2022 and 50% May 2023
- Loan Repayment – the loan will be repaid on terms subject to negotiation (range 3 to 7 years)

The Development Team shall be responsible for all closing costs, including without limitation, documentary stamps, intangible taxes, recording fees and premium on a lender's title policy and title search fees.

Prior to, or at loan closing, the Development Team will be required to sign a Note, Development Agreement, Second Mortgage, other standard and normal documents and shall provide title insurance for the amount of the loan.

Funding is contingent on the parties negotiating mutually acceptable interest rate and repayment terms.

The Project is consistent with City of Deerfield Beach's goals to provide affordable housing, which also provides for direct physical improvements to enhance the overall environment, improve the quality of life, and attract sound business and commercial development that provides employment and job opportunities.

The Project will be required to submit a major site plan application to the DRC committee for review and undergo any and all planning and zoning approval outlined by the City, which will require City Commission approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF THE LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION LOAN FORM FOR THE TALLMAN PINES III DEVELOPMENT PROJECT; PROVIDING FOR A COMMITMENT OF FUTURE LOAN FUNDING OF \$640,000 CONTINGENT UPON CITY COMMISSION APPROVAL OF THE LOAN TERMS AND ALL APPLICABLE PLANNING AND ZONING APPROVALS FOR THE PROJECT; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the Broward County Housing Authority/Building Better Communities in partnership with Housing Trust Group (“HTG”) is proposing to develop two projects on vacant parcels in the Tallman Pines neighborhood: an 8-story, 75-unit rental senior housing project on Dixie Highway and NW 38th Court and an 80-unit affordable rental family housing project at NE 5 Avenue and NE 39th Street (the “Project”); and

WHEREAS, the Project will be 100% affordable with 85% of the units available to tenants at or below 70% and 60% of Area Median income, and 15% of the units to extremely low-income tenants at extremely low-income level equal to or below 30% of the Area Median Income Level; and

WHEREAS, the developer is made up of co-partners Building Better Communities, Inc. (the Broward County Housing Authority’s non-profit entity) and HTG (collectively, the “Development Team”); and

WHEREAS, the Development Team is submitting two housing credit financing applications for affordable housing developments to the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, a Local Government Contribution is recommended, which would provide up to five points to the applicant and increase the probability of receiving financing from FHFC; and

WHEREAS, City staff recommends that the City Commission approve the FHFC Local Government Verification of Contribution loan form showing a future commitment by the City of Deerfield Beach to loan \$640,000 to BCHA and HTG for the development of Tallman Pines III for the 80-unit affordable rental family housing project; and

WHEREAS, this commitment is contingent upon the award of 9% tax credits for the project from FHFC in 2021; and

WHEREAS, the loan funding is also contingent on the City and Development Team negotiating mutually acceptable interest rate and loan repayment terms, and receipt of all

applicable planning and zoning approvals for the project; and

WHEREAS, City staff recommends the City Commission authorize the execution and submission of the Local Government Verification of Contribution Loan Form (the “Contribution Loan Form”), attached as Exhibit “A,” for the Tallman Pines III Development Project.

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

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

Section 2. The City Commission hereby authorizes the filing of the Contribution Loan Form, attached as Exhibit “A,” for the Tallman Pines III Development Project. The future Loan Funding in the amount of \$640,000 shall be contingent upon loan terms approved by the City Commission and receipt of all applicable planning and zoning approvals for the Tallman Pines III Development Project.

Section 3. The City Manager is hereby authorized to execute the documents necessary to effectuate the submission of the Contribution Loan Form for the Tallman Pines III Development Project.

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

**FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM**

Name of Development: _____

Development Location: _____
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Deerfield Beach, commits \$ 640,000.00 (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$ _____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.

(Form Rev. 07-2019)



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-620

Agenda Date: 10/6/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the release of the City's Right of Reverter of Title for the 3,049 square foot property located at 191 S. Dixie Highway, Deerfield Beach; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On August 16, 2005, the City Commission passed Ordinance No. 2005/019, authorizing the sale of real property located at 191 S. Dixie Highway and described in Exhibit "A" (the "Property") to Mr. and Mrs. Sylvester Bailey. On September 23, 2005, the City executed a quitclaim deed (the "Deed") to Mr. and Mrs. Bailey (the "Owners") for the Property.

The Deed contained conditions requiring that permits for construction be pulled within 18 months of execution of the Deed and construction commence within 24 months of execution of the Deed (collectively, the "Conditions") or the Property would revert back to the City (the "Reverter"). On November 18, 2008, the City Commission passed Resolution 2008/273, extending the deadline for the Conditions to 36 months and 42 months, respectively. The Conditions were not met, which could trigger the reverter of the Property back to the City.

Current Activity

The Owners desire to sell the Property and require a release of the Reverter in order to do so. The Owners have requested that the City release the Reverter.

Recommendation

Consideration and potential conditions of release.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AUTHORIZING THE RELEASE OF
THE CITY'S RIGHT OF REVERTER OF TITLE FOR THE 3,049 SQUARE
FOOT PROPERTY LOCATED AT 191 S. DIXIE HIGHWAY, DEERFIELD
BEACH; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on August 16, 2005, the City Commission passed Ordinance No. 2005/019, authorizing the sale of real property located at 191 S. Dixie Highway, and described in Exhibit "A", (the "Property") to Mr. and Mrs. Sylvester Bailey; and

WHEREAS, on September 23, 2005, the City executed a quitclaim deed (the "Deed") to Mr. and Mrs. Bailey (the "Owners") for the Property; and

WHEREAS, the Deed contained conditions requiring that permits for construction be pulled within 18 months of execution of the Deed and construction commence within 24 months of execution of the Deed (collectively, the "Conditions") or the Property would revert back to the City (the "Reverter"); and

WHEREAS, on November 18, 2008, the City Commission passed Resolution 2008/273, extending the deadline for satisfying the Conditions to 36 months and 42 months, respectively; and

WHEREAS, the Conditions were not met, which could trigger title to the Property reverting back to the City; and

WHEREAS, the Owners desire to sell the Property and require a release of the Reverter in order to do so; and

WHEREAS, the Owners have requested that the City release the Reverter.

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 releases the Reverter to the Property.

Section 3. The City Manager and appropriate City officials are hereby authorized and directed to execute a release of the Reverter.

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

Section 5. This Resolution shall 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

From: [Elen C. Gantner](#)
To: [Elen C. Gantner](#)
Subject: FW: City of Deerfield Beach - Reverter Property
Date: Thursday, October 01, 2020 3:54:13 PM
Attachments: [Vacant Land Contract.pdf](#)
[Survey.pdf](#)
[other lots.pdf](#)
[lot in question.pdf](#)

From: Paul Webb <paulswebb@aol.com>
Sent: Thursday, October 01, 2020 2:34 PM
To: Elen C. Gantner <EGantner@wsh-law.com>
Cc: tomwichlaw@gmail.com; phaedra1a@aol.com; jey.sky@gmail.com
Subject: Re: City of Deerfield Beach - Reverter Property

It is very important that the property owner can get before the commission next week to ask for their help.

As you know the Bailey family had plans back in 2005 to build a salon and office complex, the city sold them this small obscure lot on Dixie Highway to assist the family in developing the site to the fullest potential. The City's main objective was to help get this section of Dixie developed and attached the stipulation that the family build within 3 years. A death in the family made that goal unattainable, the deed from the city stated they would take the lot back in 2008 with the "reverter clause". The city failed to do that, the property owners paid property taxes for the next 12 years and tried to sell or develop the property. We now have a bonafied developer, Joe Williams, who wants to build a spa, hair salon, office complex similar to what the Baileys envisioned. The new buyer does not have complete drawings only conceptual, as he does not own the property yet.

What we are asking the commission to do is: relieve the property owners of the reverter clause, allow the new owners to close on the property and build what the city wants - Development. And that relief can be contingent on this sale.

The current contract will not go forward if the buyers can not get the full 1/2 block which includes this small parcel on Dixie Highway. Since the City did not execute the reverter clause, it appears there may be some legal issue about the time frame involved, best idea is to move on with the new developer and let the City enjoy the increased property taxes from the developments completion. To take the property back now for the City could be very bad for the buyers, sellers and the City. I have attached the contract with the buyers and as much information as I can get from the buyers and sellers.

I want to thank the City for taking the time to try to get this resolved, to help all involved.

Paul Webb - Commercial Realtor, Charles Rutenberg.

MAP OF BOUNDARY SURVEY

FOR: YOUCHAK & YOUCHAK, INC.

DESCRIPTION: LOTS 6, 7, & 8, BLOCK 1, EDGEComb ADDITION TO DEERFIELD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 92 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. TOGETHER WITH THAT PORTION OF LOT 4, BLOCK 1 AND LOT 5, BLOCK 1, OF SAID PLAT OF EDGEComb ADDITION TO DEERFIELD AS DESCRIBED IN QUITCLAIM DEED AS RECORDED IN OFFICIAL RECORD BOOK 30342, PAGE 974 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DEERFIELD BEACH, BROWARD COUNTY, FLORIDA, CONTAINING 22,452 SQUARE FEET MORE OR LESS.

PROPERTY ADDRESS: SW. 2ND. STREET, DEERFIELD BEACH, FLORIDA

SURVEY NOTES:

1. ALL PROPERTY CORNERS ARE SET IRON ROD & CAP #3240 UNLESS NOTED OTHERWISE.
2. BELOW GROUND IMPROVEMENTS AND/OR ENCROACHMENTS, IF ANY, WERE NEITHER INVESTIGATED NOR LOCATED UNLESS SPECIFICALLY NOTED.
3. THIS SURVEY IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. BEARINGS SHOWN HEREON ARE ASSUMED WITH THE NORTH R/W LINE OF SW. 2ND. STREET HAVING A BEARING OF N89°19'51"E
5. BENCH MARK OF ORIGIN: BROWARD COUNTY ENGINEERING BENCHMARK #1898, EL.=15.233
6. TREES ON THE SUBJECT PROPERTY WERE NOT LOCATED.

THE N.F.I.P. FLOOD MAPS HAS DESIGNATED THE HEREON DESCRIBED LAND TO BE IN ZONE X
COMMUNITY NO. 125101 PANEL NO. 0190-F
DATE OF FIRM. 8/18/92

LEGEND:

O.H.E.	OVERHANG EASEMENT	FIN.	FINISHED
U.E.	UTILITY EASEMENT	FL.	FLOOR
V.G.	VALLEY GUTTER	I.P.	IRON PIPE
B.F.P.	BACKFLOW PREVENTER	STR.	STRADDLED
I.R.	IRON ROD	C.A.T.V.	CABLE TELEVISION
P.C.P.	PERMANENT CONTROL POINT	S.B.	SOUTHERN BELL
P.C.	POINT OF CURVATURE	COL.	COLUMN
P.R.C.	POINT OF REVERSE CURVATURE	STY.	STORY
P.C.C.	POINT OF COMPOUND CURVATURE	RES.	RESIDENCE
P.I.	POINT OF INTERSECTION	(RAD)	RADIAL
EL.	ELEVATION	(N.R.)	NON-RADIAL
P.R.M.	PERMANENT REFERENCE MONUMENT	ESMT.	EASEMENT
CFT.	CALCULATED FROM FIELD TRAVERSE	ASPH.	ASPHALT
A/C	AIR CONDITIONING	P.V.M.T.	PAVEMENT
BM.	BENCHMARK	CONST.	CONSTRUCTION
D.E.	DRAINAGE EASEMENT	EXIST.	EXISTING
P.O.B.	POINT OF BEGINNING	E.O.W.	EDGE OF WATER
P.O.C.	POINT OF COMMENCEMENT	GAR.	GARAGE
B.O.C.	BACK OF CURB	L.P.	LIGHT POLE
C&G	CURB AND GUTTER	FND.	FOUND
F.P.L.	FLORIDA POWER & LIGHT	R/W	RIGHT OF WAY
ORB.	OFFICIAL RECORD BOOK	PG.	PAGE
P.O.T.	POINT OF TERMINATION	DESC.	DESCRIPTION
	SOUTHERNBELL RISER	B.O.W.	BACK OF WALK
NID.	NIGHT POLE	NAIL IN DISC	NAIL IN DISC
	CATCH BASIN	NIT.	NAIL IN TAB
	FIRE HYDRANT	M.H.	MAN HOLE
	WATER VALVE	HYD.	HYDRANT
	WATER SERVICE	CONC.	CONCRETE
	SANITARY SEWER TIE IN	MON.	MONUMENT
	CENTERLINE	M	MEASURED
		P	PLAT
		C	CALCULATED
		SER.	SERVICE
D.O.T.	DEPT. OF TRANSPORTATION	0.00	EXISTING ELEVATION
W.P.P.	WOOD POWER POLE	0.00	PROPOSED ELEVATION
P.B.C.R.	PALM BEACH COUNTY RECORDS	W.M.	WATER METER
		C.O.	CLEAN OUT
		HGY.	HIGHWAY

LINE TABLE (C.F.T.)	LINE TABLE (D.O.T.)
L-1 N38°34'36"E 26.28'	L-1 N38°53'14"E 26.31'
L-2 N13°35'32"E 46.05'	L-2 N13°57'20"E 47.73'
L-3 S89°19'51"W 23.97'	L-3 S88°47'00"W 24.09'
L-4 N12°45'21"E 66.83'	L-4 N13°07'39"E 68.47'

ASBUILT UTILITY TABLE

SEWER M.H.'A'	DRAINAGE M.H.'D'
RIM=14.73	RIM=14.44
INV. E.=9.91, 8"	INV. W.=10.12, 15"
INV. W.=10.05, 8"	INV. E.=9.95, 18"
	INV. S.=8.76, 36"
	INV. N.=8.72, 36"
SEWER M.H.'B'	DRAINAGE C.B.'E'
RIM=14.10	RIM=13.73
INV. E.=9.40, 8"	INV. E.=10.29, 15"
INV. W.=9.51, 8"	
SEWER M.H.'C'	DRAINAGE C.B.'F'
RIM=14.56	RIM=13.93
INV. N.=7.07, 8"	INV. E.=10.88, 15"
INV. W.=7.04, 8"	

FINISHED FLOOR ELEVATION	N/A
NEXT HIGHER FLOOR ELEVATION	N/A
GARAGE FLOOR ELEVATION	N/A
LOWEST A/C PAD ELEVATION	N/A
LOWEST ADJACENT ELEVATION	N/A
HIGHEST ADJACENT ELEVATION	N/A

ELEVATIONS SHOWN HEREON ARE BASED ON THE N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM OF 1929.

NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL

CERTIFICATION:

I HEREBY CERTIFY THAT THE ABOVE MAP OF BOUNDARY SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND CONFORMS WITH THE HIGHEST TECHNICAL STANDARDS FOR LAND SURVEYS ADOPTED BY THE FLORIDA STATE BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61017-6, OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, AS AMENDED.

DATED: 11/9/05

PAUL E. BREWER
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 3240

EDGEComb ADDITION TO DEERFIELD (PB. 1, PG. 92 P.B.C.R.)

NOTE:

THE UNDERSIGNED AND PAUL E. BREWER & ASSOCIATES, INC. MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS OF WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS, AND FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH ALL SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY AND OR EASEMENTS OF RECORD

SCALE: 1" = 20'

742/27-29 & FB/PG: ELECTRONIC

DRAWN BY: W.D.K.

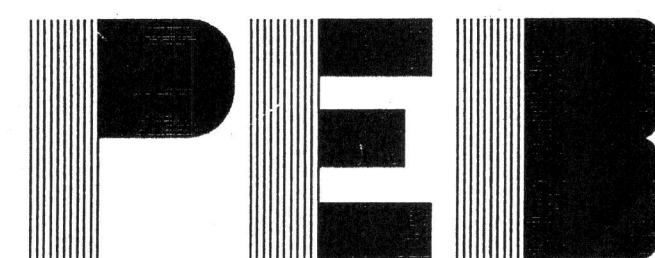
CKD. BY: A.F.F.

JOB NO: 05-246

REVISIONS

DATE BY CKD FB/PG

ADD TIE TO SECTION LINE & ADDITIONAL DIXIE HGY. R/W	11/20/07	W.D.K.	FILE
UPDATE SURVEY, TREE LOCATION, TOPO. & UTILITY ASBUILTS	10/11/07	W.D.K.	ELECTRONIC



PAUL E. BREWER
& ASSOCIATES, INC.
12321 N.W. 35th Street
Coral Springs, FL 33065
(954) 753-5210

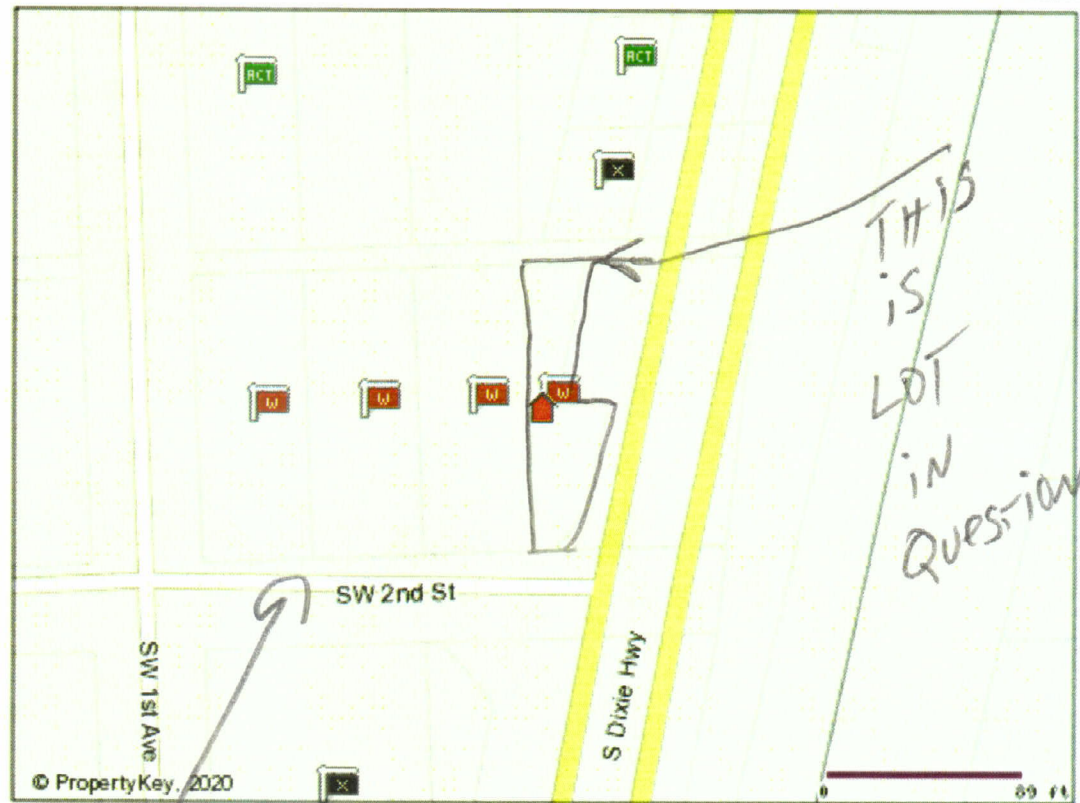


Broward, Palm Beaches & St. Lucie Realtors® - IMAPP

Broward County Tax Report - 191 S DIXIE HWY, DEERFIELD BEACH, FL 33441

Property Information ?

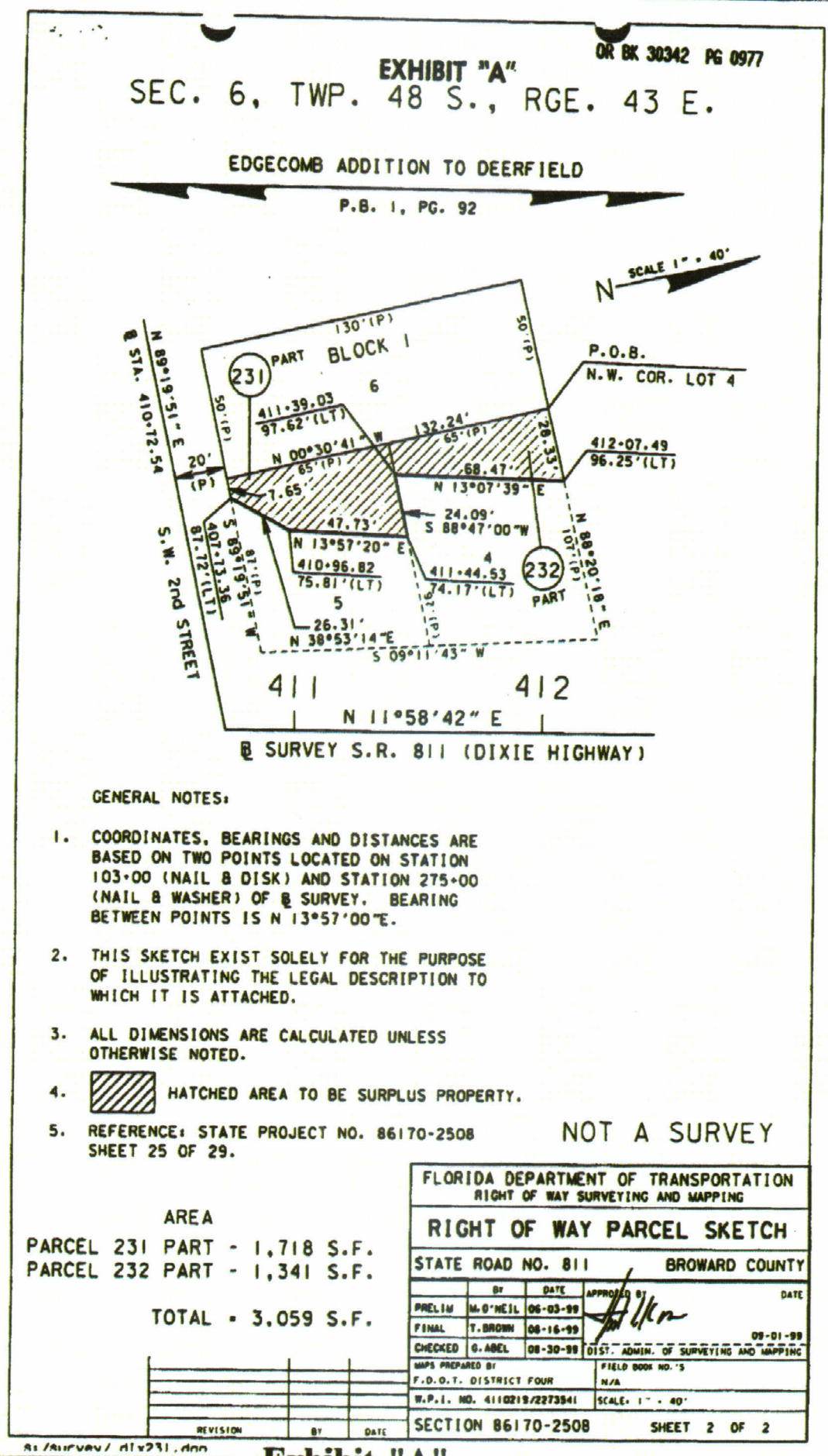
PID # 4843-06-03-0050
Property Type: Commercial
Property Address:
 191 S DIXIE HWY
 DEERFIELD BEACH, FL 33441
Current Owner:
 WILMA FAYE BAILEY
Tax Mailing Address:
 1006 COURTLAND AVE
 MACON, GA 31204-3930
Property Use:
Use Code: 10 / VACANT LAND -
 COMMERCIAL
Land Use:
 Vacant Land - Commercial (10)
Lot Size: 0.07 acres / 3,049 sf
Waterfront: No - 54
Subdivision:
 EDGECOMBS ADD TO DEERFIELD
Census Tract/Block: 010306 / 1001
Twn: 48E / **Rng:** 43S / **Sec:** 06
Block: / **Lot:**
Latitude: 26.316274
Longitude: -80.102355
Legal Description:
 EDGECOMBS ADD TO DEERFIELD 1-92 PB PART
 OF LOTS 4 & 5 DESC'D AS, BEG AT NW COR OF
 LOT 4, ELY ALG N/L FOR 28.33, SWLY 68.47 TO PT
 ON N/L OF LOT 5, ELY 24.09, SWLY FOR
 47.73, SWLY 26.31 TO PT ON S/L OF LOT [full...]

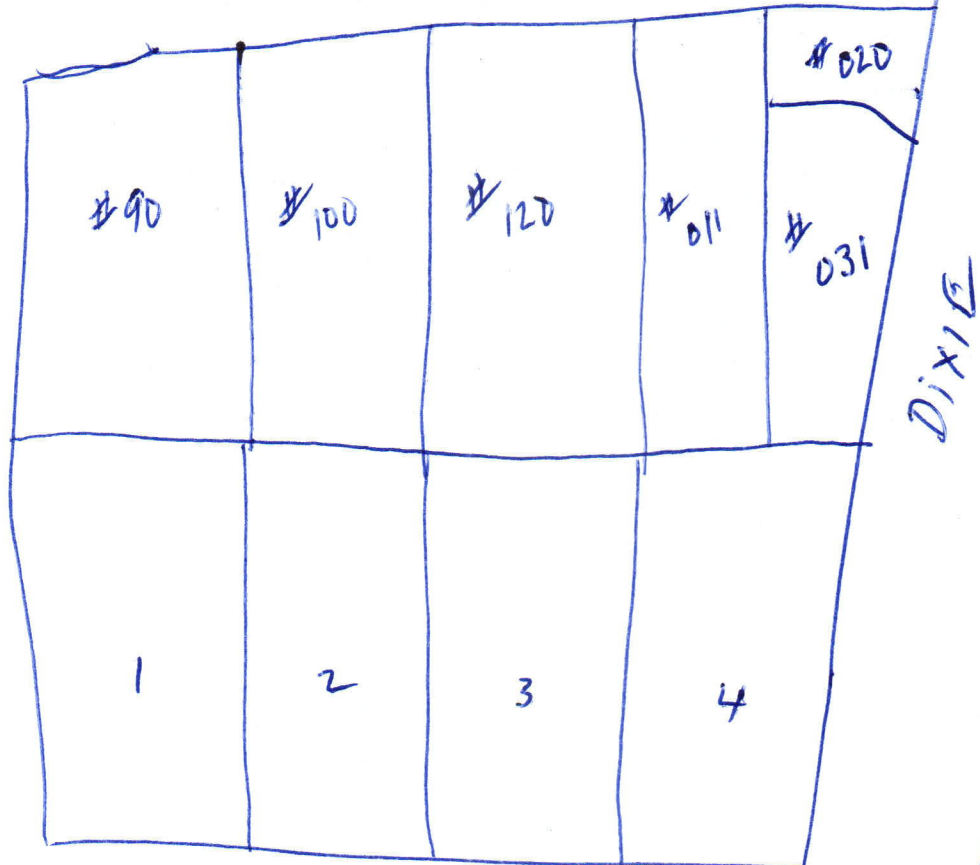


Value Information ? ×

	2016	2017	2018	2019	2020 *
Building Value:	\$0	\$0	\$0	\$0	\$0
Land Value:	\$28,200	\$28,200	\$28,200	\$28,200	\$26,680
Just Market Value:	\$28,200	\$28,200	\$28,200	\$28,200	\$26,680
Percent Change:	- n/a -	0%	0%	0%	-5.39%
Total Assessed Value:	\$28,200	\$28,200	\$28,200	\$28,200	\$26,680
Homestead Exemption:	NO	NO	NO	NO	NO
Total Exemptions:	\$0	\$0	\$0	\$0	\$0
Taxable Value:	\$28,200	\$28,200	\$28,200	\$28,200	\$26,680
Total Tax Amount:	\$599.90	\$586.20	\$577.30	\$580.81	-n/a-
Taxing District(s):	1112 - DEERFIELD BEACH				

*Preliminary Values Collected From Florida DOR Preliminary NAL files, July 2020





my 4
LOT 5

"NOT TO SCALE"

Vacant Land Contract



1. **Sale and Purchase:** Wilma Faye Bailey ("Seller")
and Dianne Williams Joseph Williams ("Buyer")

(the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property") described as:

Address: 191 S Dixie Hwy Deerfield Beach FL 33441

Legal Description:

EDGECOMBS ADD TO DEERFIELD 1-92 PB PART OF LOTS 4 & 5 DESC'D AS, BEG AT NW COR LOT 4 ELY ALG N/L FOR 28.33 SWLY 68.47 TO PT ON N/L OF LOT

SEC / TWP / / RNG of County, Florida. Real Property ID No.: 4843-06-03-0050
including all improvements existing on the Property and the following additional property:

2. **Purchase Price:** (U.S. currency) \$ ~~190,000.00~~ 195,000.00 e

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Southeast Title Agency

Escrow Agent's Contact Person: Amanda Martincavage

Escrow Agent's Address: 2918 S Jog Road Greenacres FL 33467

Escrow Agent's Phone: 561-317-2924

Escrow Agent's Email: amanda@southeasttitlefl.com

(a) Initial deposit (\$0 if left blank) (Check if applicable)

☐ accompanies offer

☒ will be delivered to Escrow Agent within days (3 days if left blank)

after Effective Date \$ 5,000.00

(b) Additional deposit will be delivered to Escrow Agent (Check if applicable)

☐ within days (10 days if left blank) after Effective Date

☐ within days (3 days if left blank) after expiration of Feasibility Study Period \$ 0.00

(c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ 0

(d) Other: NA \$ 0.00

(e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) 190,000.00 e

to be paid at closing by wire transfer or other Collected funds \$ ~~195,000.00~~

(f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The

unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify):

prorating areas of less than a full unit. The purchase price will be \$ per unit based on a

calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in

accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the

calculation:

3. **Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before 8/3/2020, this offer will be withdrawn and Buyer's deposit, if any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is delivered. The "Effective Date" of this contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter-offer.

4. **Closing Date:** This transaction will close on 8/30/2020 ("Closing Date"), unless specifically extended by other provisions of this contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Feasibility Study periods. However, if the Closing Date occurs on a Saturday, Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and other items.

5. **Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ Buyer will pay cash for the Property with no financing contingency.
 (b) ☐ This contract is contingent on Buyer qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). Buyer will apply for Financing within _____ days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If Buyer, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this contract and Buyer's deposit(s) will be returned.

- (1) ☐ New Financing: Buyer will secure a commitment for new third party financing for \$ _____ 0.00 or _____ 0 % of the purchase price at (Check one) ☐ a fixed rate not exceeding _____ % ☐ an adjustable interest rate not exceeding _____ % at origination (a fixed rate at the prevailing interest rate based on Buyer's creditworthiness if neither choice is selected). Buyer will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to Seller and Broker.
 (2) ☐ Seller Financing: Buyer will execute a ☐ first ☐ second purchase money note and mortgage to Seller in the amount of \$ _____ 0.00, bearing annual interest at _____ % and payable as follows:

The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if Buyer defaults; will give Buyer the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require Buyer to keep liability insurance on the Property, with Seller as additional named insured. Buyer authorizes Seller to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. Seller will, within 10 days after Effective Date, give Buyer written notice of whether or not Seller will make the loan.

- (3) ☐ Mortgage Assumption: Buyer will take title subject to and assume and pay existing first mortgage to _____ n/a
 LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) _____ interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. Buyer will purchase Seller's escrow account dollar for dollar. If the interest rate upon transfer exceeds _____ % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this contract will terminate; and Buyer's deposit(s) will be returned. If the lender disapproves Buyer, this contract will terminate; and Buyer's deposit(s) will be returned.

7. Assignability: (Check one) Buyer ☐ may assign and thereby be released from any further liability under this contract, ☐ may assign but not be released from liability under this contract, or ☒ may not assign this contract.

8. Title: Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

- (a) Title Evidence: The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. Seller will deliver to Buyer, at (Check one) ☐ Seller's ☒ Buyer's expense and (Check one) ☐ within _____ days after Effective Date ☒ at least 5 days before Closing Date, (Check one) (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by Seller at or before closing and, upon Buyer recording the deed, an owner's policy in the

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

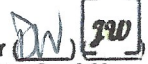
- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Feasibility Study:** **Buyer** will, at **Buyer's** expense and within 20 days (30 days if left blank) ("Feasibility Study Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Feasibility Study Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Feasibility Study Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Feasibility Study:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this contract if the Feasibility Study Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: _____

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If Seller is a "foreign person" as defined by FIRPTA, Seller and Buyer will comply with FIRPTA, which may require Seller to provide additional cash at closing.
- (g) **1031 Exchange:** If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or Seller negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, Seller will promptly inform Buyer. Either party may terminate this contract by written notice to the other within 10 days after Buyer's receipt of Seller's notification, and Buyer's deposit(s) will be returned, failing which Buyer will close in accordance with this contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: Seller or Buyer will not be required to perform any obligation under this contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this contract by delivering written notice to the other; and Buyer's deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. Buyer's failure to timely deliver written notice to Seller, when such notice is required by this contract, regarding any contingency will render that contingency null and void, and this contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.

15. Complete Agreement; Persons Bound: This contract is the entire agreement between Seller and Buyer. Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this contract. Modifications of this contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This contract, signatures, initials, documents referenced in this contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this contract prevail over preprinted terms. If any provision of this contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this contract. This contract will not be recorded in any public record. The terms "Seller," "Buyer," and "Broker" may be singular or plural. This contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller, Buyer, and Broker.

16. Default and Dispute Resolution: This contract will be construed under Florida law. This Paragraph will survive closing or termination of this contract.

- (a) **Seller Default:** If Seller fails, neglects, or refuses to perform Seller's obligations under this contract, Buyer may elect to receive a return of Buyer's deposit(s) without thereby waiving any action for damages resulting

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from Seller's breach and may seek to recover such damages or seek specific performance. Seller will also be liable for the full amount of the brokerage fee.

(b) **Buyer Default:** If Buyer fails, neglects, or refuses to perform Buyer's obligations under this contract, including payment of deposit(s), within the time(s) specified, Seller may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of Seller as agreed upon liquidated damages, consideration for execution of this contract, and in full settlement of any claims, whereupon Seller and Buyer will be relieved from all further obligations under this contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this contract.

17. Attorney's Fees; Costs: In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

18. Escrow Agent; Closing Agent: Seller and Buyer authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

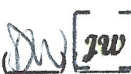
19. Professional Advice; Broker Liability: Broker advises Seller and Buyer to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value. Seller and Buyer respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from Seller's or Buyer's misstatement or failure to perform contractual obligations. Seller and Buyer hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) Seller's or Buyer's misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at Seller's or Buyer's request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. Seller and Buyer each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this contract. This Paragraph will survive closing.

20. Commercial Real Estate Sales Commission Lien Act: If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

21. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

Paul S Webb 0635623
Seller's Sales Associate/License No.

Phaedra Almstead 3362024
Buyer's Sales Associate/License No.

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Paulswebb@aol.com
Seller's Sales Associate Email Address

(954) 899-5041
Seller's Sales Associate Phone Number

Charles Rutenberg Realty Fort
Listing Brokerage

2201 W Prospect Rd Fort Lauderdale FL 33309
Listing Brokerage Address

Phaedra.almstead@vylla.com
Buyer's Sales Associate Email Address

3127680114
Buyer's Sales Associate Phone Number

Vylla Home
Buyer's Brokerage

725 E Palmetto Park Road Boca Raton FL 33432
Buyer's Brokerage Address

22. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract
(Check if applicable):
☐ A. Back-up Contract
☐ B. Other _____

23. Additional Terms:
THIS CONTRACT IS FOR 4 LOTS REPRESENTED BY Portfolio numbers
484306030050, 484306030060, 484306030070, 484306030080

COUNTER-OFFER/REJECTION

☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and deliver a copy of the acceptance to Seller).
☐ Seller rejects Buyer's offer

This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

Buyer: [Signature] Date: 08/06/20

Print name: Dianne Williams

Buyer: Joseph Williams Date: 08/01/2020

Print name: Joseph Williams

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: dianne_guide@bellsouth.net

Seller: [Signature] POA Wilma Faye Bailey Date: 8-3-2020

Print name: Wilma Faye Bailey

Seller: _____ Date: _____

Print name: _____

Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is 7 of 8 pages.
VAC-13 Rev 2/20

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Instructions

383 **Seller's address for purpose of notice:**

384* Address: 191 S Dixie Hwy Deerfield Beach FL 33441

385* Phone: _____ Fax: _____ Email: _____

386* **Effective Date:** _____ **(The date on which the last party signed or initialed and delivered the**
387 **final offer or counter-offer.)**

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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-598

Agenda Date: 10/6/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Local 1010/District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO in effect from October 1, 2020 through September 30, 2021; authorizing the City Manager to sign the Collective Bargaining Agreement on behalf of the City; authorizing the City Manager to take all actions necessary to implement the Collective Bargaining Agreement; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The current contract between the City and IUPAT expires on September 30, 2020. Collective bargaining commenced resulting in a one-year contract term of October 1, 2020 through September 30, 2021. On October 2, 2020 the Union shall conduct a ratification vote. In the event the Union ratifies the agreement and the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded.

Current Activity

Wages - All bargaining unit employees shall be ineligible for a Cost of Living Adjustment (COLA) and Merit Pay for FY21.

Classification Seniority - allows the City to establish a rotation-based shift selection system for certain positions irrespective of classification seniority to ensure that seasoned employees are present during all shifts for operational needs. Any employee who is suffered to work hours other than their preferred shift shall be paid seniority shift differential at 25 cents per hour.

Layoff Moratorium - No layoff for any filled and budgeted position as of 10/1/2020, irrespective of any budgetary shortfall should one occur. In the event of closure of a facility for any unforeseen reason, the City shall reassign employees impacted to other areas, departments or budgeted positions.

Uniforms and Equipment - Added actual amounts provided for shoe allowance and sunglasses allowance as well as how the allowance is processed. This amount is no change from the previous contract, and is what was budgeted for FY21.

Performance Evaluations - With no merit pay, the pay for performance scoring system becomes obsolete. For one year, Development, Comments and Goals will be utilized to evaluation employees for FY21.

Compensatory Time - Removed language requiring cash-out of compensatory time if not used within 180 days.

Leave of Absence - Added language to allow for maximum accrual requirements to be extended in the event and employee is denied the use of leave for operational reasons. Added Juneteeth as a new City holiday, removal of the "floating" holiday previously provided.

Recommendation

The Department of Human Resources recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE LOCAL 1010 / DISTRICT COUNCIL 78 OF THE INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, AFL-CIO IN EFFECT FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021; AUTHORIZING THE CITY MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City and the International Union of Painters and Allied Trades (“IUPAT”) (collectively, the “Parties”) desire to ratify a Collective Bargaining Agreement for the period of October 1, 2020 through September 30, 2021, which sets forth the terms and conditions of employment for the IUPAT bargaining unit comprising the City’s rank and file employees; and

WHEREAS, the Parties requested that negotiations commence for a successor agreement; and

WHEREAS, the Parties thereafter met and negotiated in good faith; and

WHEREAS, the City desires to ratify the Collective Bargaining Agreement, as set forth in the attached Exhibit “A”, which is hereby incorporated into this Resolution by this reference, to govern the period from October 1, 2020 to September 30, 2021 (the “CBA”); and

WHEREAS, by a vote conducted on October 2, 2020, the IUPAT bargaining unit ratified the CBA; and

WHEREAS, the attached CBA must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

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

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

Section 2. The CBA, attached and incorporated herein as Exhibit “A”, is hereby approved for the period from October 1, 2020 to September 30, 2021.

Section 3. The City Manager is authorized to take any and all actions necessary to implement the CBA, including execution of any documents necessary for implementation.

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

Section 5. This Resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, MMC, CITY CLERK

20120 - 2021
Collective Bargaining Agreement
between
Local 1010 / District Council 78
of the
International Union of Painters and Allied Trades [IUPAT]
and the
City of Deerfield Beach [City]

Article 1
Preamble

Section 1 – Preamble

This Agreement is made and entered into by the **Local 1010 / District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO**, hereinafter referred to as “IUPAT”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “City”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 – Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, IUPAT and City agree as follows:

Article 2
Recognition

Section 1 - Recognition

City recognizes IUPAT as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the City employees as herein described.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed on Appendix A of this Agreement.

Section 3 – Effect of Reorganization

In the event of any reorganization undertaken by the City through ordinance, as provided in the City of Deerfield Beach Charter, where a position is changed by title, but retains the equivalent functional responsibilities as contained in the previously titled position, the new position shall automatically be with the bargaining unit, provided that the previously titled position was within the bargaining unit. Further, should new positions be created which contain responsibilities which are the functional equivalent of positions listed in Section 2, the employees filling those positions shall automatically be considered part of the collective bargaining unit.

Section 4 – Definitions

Regular Full-Time Employee: A person hired to fill a budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Regular Part-Time Employee: A person hired to fill a budgeted position of 29 or less hours per week, occupies one of the classifications listed in Appendix A of this Agreement. These employees are not eligible to receive City benefits, except as specifically provided for regular part-time employees in this Agreement.

Article 3 **Non-Discrimination**

Section 1 – Non-Discrimination

IUPAT and the City shall not discriminate against any employee covered by this Agreement because of race/ethnicity, color, sex, age, national origin, religion, sexual orientation, military status, genetic information political opinions or affiliations or disability.

Section 2 – Discrimination on Membership

IUPAT and the City will not discriminate against, interfere with or coerce any employee covered by this Agreement because of membership or non-membership in IUPAT.

Article 4 **Management Rights**

Section 1 – Management Rights

IUPAT recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units of organization; set standards of service to be offered to the public; exercise control and

discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods or services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 – Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Article 5 **Union Rights**

Section 1 – Rights of Employees

City employees shall have the right to join IUPAT, to engage in lawful activities for the purposes of collective bargaining, to express any view not in conflict with ~~Article IX, Section 9.03, q and t, or any other~~ Section of the City's Personnel Rules and Regulations, grievance, complaint or opinion related to the conditions of compensation and employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal. Nothing shall abridge the right of any duly authorized representative of IUPAT to present views of IUPAT on issues which affect the welfare of its members.

Section 2 - Union Rights

IUPAT shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Dues Deduction

Employees may authorize payroll deductions for the purpose of paying IUPAT dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

Section 4 - Determination of Dues

IUPAT will notify the City of the amount of dues. Such notification shall be made in writing over the signature of IUPAT's Chairperson or designee. Changes in dues will be similarly reported to City, with the notification at least one (1) month in advance of the anticipated effective date of any such changes.

Section 5 - Deduction Methodology

Dues shall be deducted each pay period. The deducted monies shall be remitted to the International Union of Painters and Allied Trades, AFL-CIO, District Council 78, within ten (10) working days of the last pay period of the month. IUPAT will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

Section 6 - Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization card, City shall deduct those IUPAT dues certified by the signature on the card of the employee.

Section 7 - Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon written notice to IUPAT and the City. Any such revocation shall be on a signed form provided by IUPAT or letter of intent from the employee.

Section 8 - Non-Discrimination

Employees shall have the right to join IUPAT and there shall not be any discrimination against or intimidation of any employee because of that employee's membership or lack of membership in IUPAT or because of an employee holding office in IUPAT.

Article 6 **Prohibition of Strikes**

Section 1 – No Strikes

Neither IUPAT, any officer or agent of IUPAT or any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

Section 2 – IUPAT Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, IUPAT shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and IUPAT (if IUPAT shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this article in accordance with the law.

Article 7

Employee Roster and IUPAT Business

Section 1 – Employee Roster

The City agrees to provide IUPAT with an updated employee roster and new hire report upon request from IUPAT.

Section 2 – IUPAT Business

The City agrees to allow IUPAT's Chairperson and IUPAT's Vice Chairperson or his/her respective designated representatives to be off duty, with pay, to attend conventions, seminars and meetings. This time will be limited to four (4) days per calendar year per each such person.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

The City agrees to allow IUPAT Shop Stewards one (1) event per calendar year.

Article 8

Bulletin Boards

Section 1 – Bulletin Boards

Bulletin board space shall be provided by the City upon which IUPAT may place noncontroversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate business. IUPAT shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

City Hall

Water Plant

Parks and Recreation Department (including Aquatics Office, Athletics Office, Pier,

Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)
Central City Campus
Ocean Rescue Headquarters
Active Aging
Mitigation Operations Center (MOC)

Section 2 – Responsibility for Bulletin Boards

All costs incident to preparing and posting of IUPAT materials will be borne by IUPAT. IUPAT is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Article 9 **Union Representatives**

Section 1 – Collective Bargaining / Negotiations

The City agrees that there shall be no loss of pay for the four (4) members of IUPAT's negotiating team, provided such negotiation sessions are held during the employees' normal working hours.

Section 2 – Shop Stewards

Members of IUPAT who are selected as Shop Stewards shall perform duties for IUPAT on their own time. However, the City recognizes that instances will arise in which it will become necessary for Shop Stewards to perform their duties on City time. Except in emergency conditions, the Shop Stewards' supervisor may grant permission to perform these duties on City time with the understanding that the Shop Steward shall return promptly to his/her regular assigned duties. Subject to the provisions of Section 3 of this Article (*below*), a supervisor's permission shall not be unreasonably withheld.

The number of Shop Stewards shall not exceed six (6) and shall be designated in writing to the City Manager. The number of hours per month that may be approved shall not exceed six (6).

Shop Stewards shall have seniority above all other bargaining unit members with regard to layoffs and recalls only. Shop Stewards shall be chosen by the IUPAT Business Manager or his/her designee.

IUPAT will endeavor to identify a Shop Steward representing varied City departments. There shall not be more than one Shop Steward chosen per department.

Section 3 – Room for IUPAT Business

The City agrees that official representatives of IUPAT may have access to a room in City facilities at mutually agreed upon times and dates to conduct IUPAT business.

Section 4 – Notification to Shop Stewards

The City will provide copies of any disciplinary actions given to bargaining unit employees to the Local Chairperson and the District Council Representative.

Section 5 – Requests for Documents

City agrees to provide IUPAT with one (1) copy of the following documents upon request to the City's Human Resources Department:

- (a) City Commission Agenda with specifically requested back-up material for agenda items related to IUPAT and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.
- (b) Proposed budget, existing budget, budget statements and year-end financial statements.
- (c) Minutes of City Commission meetings.
- (d) Personnel Rules and Regulations Manual.
- (e) City Manager's Weekly Report.

Section 6 – Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide IUPAT with fifty (50) stapled, 8-1/2" by 11-1/2" copies of this Agreement at no cost.

Article 10 **Solicitation of or by Employees**

Section 1 – No Solicitation

Unless specifically authorized by the City Manager, all solicitations of or by City employees during working hours for commercial, charitable or union purposes and selling of tickets, magazines and other merchandise is prohibited.

Section 2 – No Solicitation by Organizations

Employee organizations, their members, agents or representatives, or any persons acting on their behalf are hereby prohibited from and shall not:

- (a) Solicit public employees during work hours of any employee who is involved in the solicitation.
- (b) Distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.

- (c) Solicit for commercial, charitable, or union purposes and sell tickets, magazines or other merchandise while in City uniform or attire, or while using City vehicles or equipment.

Article 11

Seniority

Section 1 - City Seniority

Each regular full-time employee shall have City Seniority based on the employee's first day of current continuous **full-time** employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each regular full-time employee shall have Department Seniority based on the employee's first day of current continuous **full-time** employment in their department.

Section 3 - Classification Seniority

Each regular full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available, **except that the City may establish a rotation-based shift selection system for certain positions irrespective of classification seniority to ensure that seasoned employees are present during all shifts for operational needs, however if an employee is suffered to work hours other than their preferred shift as stated in this article that employee shall be paid a seniority differential of twenty five cents (\$0.25) per hour, in addition to shift differential (if applicable) provided in Article 26, Section 5 herein. This rotation shall occur semi-annually; every six (6) months.** In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Article 12

Promotions

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a regular full-time employee to a higher pay grade and job classification **within the bargaining unit** based on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 – Posting of Vacancies

All promotional vacancies within the bargaining unit for regular, full-time employment will be posted in each department. Notices shall include the job title, rate of pay, department or division, and the job requirements. Such posting shall be for a period of at least five (5) working days. A copy of the notice shall also be sent both to IUPAT's Chief Steward and to IUPAT's Business Representative.

Section 3 – Employee Applications

During the period of posting, employees who wish to apply for the open position including employees on lay-off, may do so. The application shall be in writing or online on the standard form furnished by the City and such shall be submitted to the Human Resources Department.

Section 4 – Filling Vacancies

Positions shall be filled by the best qualified applicant in the judgment of the City. Where there is a tie in qualification for a promotional position, the employee with the greatest seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade for which the employee is promoted, whichever is greater, in accordance with Pay Plan grades with the recommendation of the Department Director and approval of the City Manager. Subsequent advancement shall be on the same basis as a "merit increase." A promotion institutes a new probationary period.

Section 6 - Probation

The probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee and for rejecting any employee whose performance or conduct is not satisfactory. It shall be incumbent upon Department Directors to screen employees during the probationary period to insure only those employees performing to the best of their abilities become permanent, regular employees.

The probationary period is six (6) continuous months. During this period, employees shall be subject to demotion, suspension without pay, termination from employment or other disciplinary action without prior notice or the filing of specific charges and shall not have access to the Grievance Procedure contained in Article 14 of this Agreement.

A trial period shall be used in connection with promotions in the same manner as a probationary period is used for original entrance appointments.

However, employees promoted to a higher classification shall have rights to their former position and all other job rights including access to the Grievance Procedure contained in

Article 14 of this Agreement. All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional probationary period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification.

Prior to the expiration of an employee's probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

Article 13

Lay-Off and Recall

Section 1 – Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 – Order of Layoff

(a) Full-time employees shall be laid off by Classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the Classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous **full-time** service with the City since the employee's date of hire.

(b) Union Stewards (as designated pursuant to Article 9, Section 2 of this Agreement) shall have seniority above all other employees covered by this Agreement with regard to Layoffs and Recall.

(c) However, before any full-time employee is laid off from a Classification, all employees in their initial probationary periods in that Classification shall be laid off.

(d) Once identified for layoff from his/her present Classification and Department:

- A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same Classification as the laid-off employee;
- A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any Classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employee's pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and

- For purposes of this Section, any employee in the Classification of Backflow Technician at the time of a layoff shall be deemed to have previously worked for the City as a full-time, permanent (i.e., non-probationary) employee in the Classification of Maintenance Worker.

Section 3 – Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than fourteen (14) calendar days in advance of the effective date of the layoff.

Section 4 – Layoff Moratorium

Each bargaining unit position filled as of October 1, 2020 has been budgeted for fiscal year 2021. No bargaining unit employee shall be laid off from a budgeted position for economic reasons in fiscal year 2021, irrespective of any budgetary shortfall. In the event of the closure of a facility due to a hurricane or unforeseen or otherwise unanticipated non-economic reasons, the City shall reassign employees impacted by those events, to other areas, departments or budgeted positions.

Section 5 – Recall

(a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the Classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a Classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Article 14

Grievance and Arbitration Procedures

Section 1 – Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between IUPAT and the City, regarding the interpretation, application or violation of the express terms of this Agreement or of applicable employment law.

Section 2 – Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this

Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the IUPAT Steward, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission no more than two (2) times. Upon the first return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Upon a second return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within two (2) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 – Time Limitations

(a) No grievance shall be considered or processed under this Article unless it is submitted within the times limits set forth in this Article. However, IUPAT and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement.

(c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

(d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 4 – Grievance Procedure

(a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have

reasonably learned of such event.

(b) Grievances shall be processed as follows:

Step 1

Written Grievance to Immediate Supervisor

A written grievance shall be submitted to the Grievant's most immediate, non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). The Supervisor shall sign and date the Grievance upon receipt, shall meet with the employee and the employee's IUPAT Representative in an attempt to resolve the grievance, and shall issue a written answer to the written grievance within ten (10) work days of the Supervisor's receipt of the grievance at Step 1.

Step 2

Written Grievance to Department Director

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the appropriate Department Director within five (5) work days of the Grievant's receipt of the Supervisor's written answer at Step 1.

The Department Director shall then issue a written answer to the grievance within five (5) work days of the Department Director's receipt of the grievance at Step 2.

Step 3

Written Appeal to City's Chief Human Resources Officer

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City's **Director of Human Resources and Risk Management** within five (5) work days of the Grievant's receipt of the Department Director's written answer at Step 2.

The **Director of Human Resources and Risk Management** shall then issue a written answer to the grievance within ten (10) work days of the **Director of Human Resources and Risk Management's** receipt of the grievance at Step 3.

Step 4

Written Appeal to City Manager

If the grievance is not resolved at Step 3, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the Director of Human Resources **and Risk Management's** written answer at Step 3.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 4.

Step 5

Written Request for Arbitration

(a) If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service

[FMCS] within ten (10) work days of the Grievant's receipt of the City Manager's written answer at Step 4.

(b) IUPAT shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list from said list, with IUPAT striking first. The remaining name shall be the arbitrator.

(c) The arbitrator shall promptly conduct the hearing on the grievance at which both IUPAT and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to IUPAT and the City no later than thirty (30) calendar days after the conclusion of the hearing.

(d) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.

(e) IUPAT and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be paid in equal shares by IUPAT and the City.

(f) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 15

Temporary Assignments

Section 1 – Temporary Assignments

A regular full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification **after serving at least two weeks in the temporary assignment**, but in no case shall the temporary adjustment be less than 5%. **However, any employee assigned to temporarily fill a vacancy (i.e. an unfilled position) shall receive an increase in pay on the first day.** This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements on the anniversary date.

Section 2 – Temporary Assignments in Excess of 180 Days

Should a regular full-time employee be required to perform duties in a classification higher than that which such employee holds on a permanent basis, such employee shall not be required to continue such duties for a period longer than 180 calendar days without permanent advancement to the position, except in cases of extended illness or

other emergencies as determined by the City Manager.

Article 16

Drug Free Workplace Program

Section 1 – Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensation, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 2 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 38F-8 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 38F-8 (unless a stricter standard is authorized by law for a specified job position); provided that any statutory standard which is more strict shall apply. Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes.

Section 3 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

- (a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some

irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

(b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(c) Specimen collection shall be documented and the documentation procedures shall include:

- 1) Labeling specimen containers to preclude erroneous identification;
- 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and
- 3) A consent form.

(d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

(e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes* Chapter 440.102.

(f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.

(g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test

or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.

(i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

(j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.

(k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.

(l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.

(m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

(n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

(o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 14 of this Agreement.

(p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

(q) The laboratory shall not disclose any information relative to the health or mental

condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 4 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and *Florida Statutes* Chapter 440.102 (a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs.

Section 5 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 6 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 7 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

A pattern of abnormal or erratic behavior or a significant deterioration in work performance,

Information provided by a reliable and credible source,

A work-related accident, that the employee has caused or contributed to,
Direct observation of drug or alcohol use,

A report of drug use, provided by a reliable and credible source,
which has been independently corroborated,

Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),

Increased absenteeism,

Substandard work,

Increased disciplinary incidents,

Deteriorating work relationships,

Increased inattentiveness and absentmindedness,

Increased hostility toward the public or other employees, Frequent need for work breaks,

Evidence that an individual has tampered with a drug test during his employment with the City,

Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/or

Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Head/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Chief Human Resources Officer and a drug test shall be given. If the Chief Human Resources Officer is not available, findings may be submitted to the City Manager, Acting City Manager or Risk Manager, in that order.

(b) Testing for Cause

Moving-Vehicle and Non-Moving Vehicle Accident - If an employee causes or contributes to the cause of an accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Random Drug Testing

In addition to employees who are required to submit to random drug testing to be in compliance with state and/or federal regulations, random drug testing will also be conducted for any employees holding mandatory-testing positions as defined in Section 440.102 Florida Statutes.

The City will have a program of random drug testing utilizing a computer-based program

that will randomly select employees with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three times in any calendar year. The City shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site. Random testing will be limited to urine and/or breath analysis.

(e) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(f) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(g) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 8 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program (Phone:800-624-5544) and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 9 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace.

Section 10 - Collective Bargaining Agreement

The City's collective bargaining agreement with IUPAT contains the City's Drug Free Work Place Policy and falls under the jurisdiction of PERC (Public Employees Relations

Commission) and its appeal procedures.

Article 17 **Uniforms and Equipment**

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those regular full-time and regular part-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

Section 2 – Responsibility for Return

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Sunglasses

The City agrees to provide 100% UV-protected sunglasses to all full-time and part-time ocean rescue personnel via the issuance of an annual allowance of \$100 to cover the purchase of sunglasses. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires sunglasses, the newly hired bargaining unit member will be issued a \$100 in their first check to cover the purchase.

Section 4 – Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 18 **Safety and Health**

Section 1 – Accident Review Team (ART)

- (a) Once each calendar quarter, the City's Human Resources Department shall convene a meeting of the Accident Review Team (ART), during which members of the team shall receive information regarding any at-fault accident involving a City employee during the immediately preceding three (3) month period.
- (b) The purpose of the ART shall be to review the at-fault accidents that occurred, to discuss the information provided, and to provide the Human Resources Department with recommendations regarding how to avoid such accidents in the future.
- (c) The ART shall consist of a Human Resources Department representative, up to four Management representatives and up to five IUPAT representatives.

Section 2 – Safety and Health

The City will make reasonable provision for the safety and health of its employees during hours of employment. The City will comply with all Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Section 3 – Safety Issue for Ocean Rescue

The City agrees to provide ocean rescue personnel, full-time and part-time, with sunblock, bathing suits, short sleeve T-shirts, long sleeve T-shirts, jackets, sweat suits, and tank-top shirts. The City will not require lifeguards to wear UV rated shirts at all times, providing IUPAT would not require an annual mandatory skin cancer screening for all regular, full-time ocean rescue personnel.

Article 19 **In-Service Training**

Section 1 – Payment for Training

All regular full-time employees required by the City to attend any training and/or health and safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for the training.

Section 2 – Training Provisions

The City will make a reasonable effort to give equal opportunity for training to all regular full-time employees in a job classification in the same division. Priority shall be given to seniority by division, by job classification and then to equally distributing training opportunities.

Any training offered or provided by the City shall be made available first on a seniority by division and job classification basis. For example, training pertaining to Maintenance Workers I in the Parks Maintenance Division shall be made available first to the employee who has held the position of Maintenance Worker I in the Parks Maintenance Division for the longest period of time. If such training is optional on the part of the employee and if an employee declines the offered training, it shall then be offered to the next most senior Maintenance Worker I in the Parks Maintenance Division and so on down the line until the available slots for a particular in-service training session have been filled. The next opportunity for training pertaining to Maintenance Worker I in the Parks Maintenance Division shall be offered first to the most senior Maintenance Worker I in the Parks Maintenance Division who has not yet had such training.

One exception to the above is when such training is specific to an individual's work task or specific training needs. In such case, an individual might be referred for training without regard to seniority.

Section 3 – Payment for Certification

Regular full-time employees who obtain one or more certifications preferred in the job description for his/her position shall receive a one (1) time \$500.00 payment. Each employee shall be limited to only one (1) payment and regular full-time employees who received payment under this provision prior to the ratification of this Agreement are not eligible for another payment under this provision.

Section 4 – ASE Certification

Mechanics who obtain and maintain all ASE certifications required in their job description, shall receive an additional \$10.00 per pay period. Mechanics who obtain and maintain a Master ASE certificate shall receive an additional \$15.00 per pay period.

Section 5 – EMT Certification

Lifeguards who obtain and maintain EMT certification shall receive a 5% increase over their base pay.

Article 20

Performance Evaluations

The City agrees that, for fiscal year 2021, any and all employee performance evaluations shall not include the use of Section 1 – Job Related Traits on the form. As such, only section 2 – Development & Comments shall be completed. This provision applies to regular full-time and regular part-time employees (though the City may use different evaluation forms).

It is specifically understood by IUPAT and the City that any significant revisions to the performance evaluation program shall be subject to collective bargaining. Negotiations on a revised program shall commence in fiscal year 2021.

Article 21

Employee Discipline

Section 1 – Employee Discipline

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of an IUPAT Chief Steward or Stewards during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Documented Oral Reprimand; Written Reprimand; Suspension Without Pay; Demotion; and termination from employment.

(e) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral Counseling

A Supervisor shall notify an employee regarding any work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Documented Oral Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue an Oral Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Oral Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be

documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and IUPAT. Upon his/her receipt of the Department Head/Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Head/Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Head/Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

The following shall be deemed sufficient/just cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has contracted some mental or physical ailment or defect which incapacitates him/her for usefulness in the present job.

- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.
- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Head/Director or City Manager.
- (t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Misuse of City property or neglect with respect to City property.

Section 3 – Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

Section 4 – Miscellaneous Provisions regarding Employee Discipline

(a) Documented Oral Reprimands, Written Reprimands, and Suspensions Without Pay shall not be used as the basis for taking the next step of employee discipline after two (2) calendar years from the date of such discipline.

(b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Article 22 **Hours of Work and Overtime**

Section 1 – Hours of Work

The normal working hours per one-week work cycle for regular full-time employees shall be forty (40) hours which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to regular full-time employees.

Section 2 – Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this Contract.

Section 3 – Payment of Overtime / Use of Compensatory Time

(a) The City agrees to pay overtime at the rate of time-and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.

(c) Compensatory Time may be given to employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the Fair Labor Standards Act [FLSA]. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(d) Employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(e) Accrued Compensatory Time shall be cashed out: 1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

Section 4 – Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

Section 5 – Emergency Recall

When emergencies require that members of the bargaining unit are recalled for duty during their off-duty time (not including work which causes a member to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate. If an employee is called out again within two hours of the time they were initially called out, they shall receive no additional minimum pay guarantee.

Section 6 – Stand-by Pay

Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

Should an employee take a call while on stand-by that requires the employee to report to work workplace, it is expected that the employee will arrive at work within a reasonable time of being called out.

Stand-by pay only applies to the Parks Maintenance Division, the Capital Projects and Facilities Management Division, and the Environmental Services Department.

Section 7 – Computation of Overtime

Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

Article 23 **Insurance**

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to regular full-time employees. Said insurance shall have a double death benefit in case of

accidental death subject to the limitations of the policy.

Section 2 - Medical Insurance

(a) Effective January 1, 2021, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C is a chart containing the options and the premiums associated with each such option.

(b) Effective January 1, 2021 2018, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D.

(c) Effective January 1, 2021 2018, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E.

~~(d) The Parties have the right to reopen this Agreement to address medical insurance coverage in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the Union with notice of its intent to do so by May 1, 2018 and May 1, 2019 and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019.~~

(e) Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least ten (10) years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid 100% by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(f) Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to 50% of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City effective December 1, 1994. The City will pay the full premium through September 30, 1996. From October 1, 1996 through September 30, 1997, the employees will pay for any premium increases, if there are increases. However, the City will continue to pay the same dollar amount toward the long term disability premium that the City was paying on September 30, 1996.

The benefits of the long term disability insurance are 60 per cent of the employee's annual base salary paid until the employee reaches 65 years of age. The benefits of long term disability insurance begin after six months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six months is almost up before filing.

Article 24

Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Head/Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.
- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is

reached.

Choice 2 - Bank 48 hours (six days) unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
	Choice 1		Choice 2	
Earn (Hours)	Use (Hours)	Bank (Hours)	Bank (Hours)	Pay (Hours)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
- (2) Upon separation in good standing from the City with ten continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their ten regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.

~~Employees hired before the ratification of this contract who terminate their employment with ten or more years of continuous, regular, full time service may be paid for no less than the amount of sick leave in their account at the time the contract was executed, provided they still have that much in their account. Below are some examples for purposes of illustration.~~

Hours Accumulated at Time of Contract Ratification	Hours Accumulated at Termination	Hours Paid Upon Termination After 10 Years of Employment
1,040	1,500	1,040
0	1,500	750
800	1,500	800
0	800	400

500	800	500
500	1,000	500
400	600	300
0	600	300
200	1,000	500
1,000	800	800

(3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.

(4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.

(d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to-employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department **Director**.

(1) Vacation leave.

(2) Absence for transaction of personal business which cannot be conducted during off-duty hours.

(3) Religious holidays other than those designated by these rules as holidays.

(4) For uncovered portion of such leave, once such leave has been exhausted through illness.

(5) Any absences from work not covered by other types of leave established.

(b) Computation

(1) ~~It is the intent of the City that employees take their accumulated annual leave following the annual period in which it was earned. No more than a maximum of two (2) years of annual leave (maximum determined by length of service) shall be carried over into subsequent anniversary periods. It is the intent of the City for employees to take their annual leave accumulated in or following the annual period in which it was earned. Therefore, for employees hired after final contract ratification, the maximum annual leave (maximum determined by length of service) accumulation will become the amount of annual leave accumulated in a 24 month period. Current employees who have accumulated more than the~~

amount of annual leave accumulated in a 24 month period will have three years to drop to the new maximum.

Employees will drop down to the amount of annual leave accumulated in a 24 month period in two steps. On July 1, 1996, the maximum vacation accrual will become the amount of annual leave accumulated in a 30 month period. By January 1, 1998, the maximum vacation accrual will become the amount of annual leave accumulated in a 24 month period.

- (2) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

- (3) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.

- (4) Annual leave shall not be approved for any employee who has not earned the requested number of days.

- (5) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.

- (6) In the event an employee is denied annual leave that would result in the forfeiture of future accrued annual leave hours because the employee's leave bank, at the time of the request, is at or near the maximum accrual, the employee will be temporarily allowed to accrue over the maximum. In such cases, the employee must use whatever hours are over the maximum within 60 days or those hours are forfeited.

Section 4 - Holiday Leave

The following 11 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Head/Director (once during each calendar year):

New Year's Day	Veteran's Day
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Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following
Independence Day	Christmas as Designated by City Manager
Labor Day	Personal Day

- (a) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.
- (b) The Department Head/Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is evidence of sick leave abuse.
- (c) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Head/Director.

Section 5 - Disability Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Occupational Disability Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence.

An employee who is granted Occupational Disability Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave adjusted accordingly.

City's **Director of Human Resources and Risk Management** may approve or disapprove an employee's request for Occupational Disability Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC- 12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Head/Director, the employee, and the local IUPAT representative. In cases of negligence, an employee's disability compensation shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation

as provided in this chapter shall be reduced by 25%.” An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee’s regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated disability payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal 100% of the employee’s regular net earnings at the time of injury for a period of six (6) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician. The City Manager may, at his discretion, authorize up to an additional three (3) months of salary continuation for a total period not to exceed nine (9) months. The statutory workers’ compensation benefits will continue for a maximum of 104 weeks from the date of injury or until MMI is reached.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties shall be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee’s current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the ~~inured~~ ~~injured~~ employee’s regular assigned department. **Human Resources** shall monitor the employee’s status in conjunction with the City’s Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the **Director of Human Resources and Risk Management**. Upon reaching MMI or at the end of six (6) months (nine [9] months with City Manager approval), whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee’s discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- (1) the employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- (2) the employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- (3) the employee shall comply with the light-duty policy as described in this Section;
- (4) report to an authorized medical representative of the City periodically as the City may require; and
- (5) the employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of six (6) months or nine (9) months with City Manager approval.

Section 6 - Funeral Leave

The **City** shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any employee who has rendered satisfactory service with the City. This leave shall be granted upon request in the event of a death in the employee’s immediate family.

The employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

If requested, the employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the City Manager or designee. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

Any employee who presents official orders requiring attendance for a period of training or other active duty as a member of the United States Armed Forces, the Florida National Guard or the State of Florida Reserve may be entitled to military leave of absence with pay for a period not to exceed 240 hours 17 working days annually. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee may be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 work weeks of unpaid leave for certain family and medical reasons during a 12 month period. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. The employee must not have used all available FMLA leave in the 12 months preceding the date on which the requested leave will begin.

FMLA leave may be taken for any one or a combination of the following:

- 1) to care for the employee's child after birth;
- 2) the placement of a child with the employee for adoption or foster care;
- 3) to care for the employee's spouse, son, daughter or parent who has a serious health condition;
- 4) for the employee's own serious health condition which makes the employee unable to perform one or more the essential functions of the employee's job;

- 5) and/or for qualified exigencies for an employee's spouse, son, daughter or patient who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute.

The City uses a variable twelve (12) month period measured forward from the date leave begins. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement. An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition are limited to a combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 work weeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Head/Director and the Chief Human Resources Officer agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may

terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date). The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Head/Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

(b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

(c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries shall separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

Article 25

Longevity Allowances

Section 1 – Longevity Schedule pre 7/15/10

The following longevity allowances shall be awarded to regular, full-time employees hired prior to July 15, 2010 who were eligible for a longevity allowance as of that date. Longevity allowances shall be awarded in the following manner as long as the stipulations stated above have been complied with:

- After completion of 5 years' continuous service - 2% of annual salary.
- After completion of 10 years' continuous service - 4% of annual salary.
- After completion of 15 years' continuous service - 6% of annual salary.
- After completion of 20 years' continuous service - 8% of annual salary.
- After completion of 25 years' continuous service –10% of annual salary (minimum of \$1,000).

These longevity allowances shall be paid to the employee by adding same to the regular paycheck of the employee.

Section 2 - Longevity Freeze

Longevity allowances provided for in Section 1 above shall be frozen effective with the first day of the first full pay period beginning after July 15, 2010, which date shall be known as the "freeze date." Regular, full-time employees not receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall not receive a longevity allowance pursuant to Section 1 above, but only pursuant to Section 3 *below*. Employees receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall continue to receive the same longevity allowance until such time as the longevity allowance to which the employee would be entitled under Section 3 *below* exceeds the employee's longevity allowance under Section 1 above. Effective with the first full pay period beginning on or

after the date on which the employee's entitlement to longevity benefits under Section 3 below exceeds the employee's longevity allowance under Section 1 above, the employee shall begin to receive the longevity allowance provided for in Section 3 *below*.

Section 3 - Longevity Schedule post 7/15/10

The City longevity plan for all regular, full-time employees hired on or after July 15, 2010, shall be as follows:

After completion of 10 years of service - \$1,200 annually.
After completion of 15 years of service - \$1,800 annually.
After completion of 20 years of service - \$2,400 annually.
After completion of 25 years of service - \$3,000 annually.

These longevity allowances shall be paid by the City by adding same to the regular weekly or biweekly pay of the employee.

Article 26 **Wages**

Section 1 – Cost of Living Adjustments

Effective October 1, ~~2020~~ 2017, all bargaining unit employees shall ~~be ineligible for a cost of living adjustment until the parties negotiate such an increase pursuant to a successor agreement.~~ ~~receive a two and one half percent (2.5%) increase to their respective base hourly rates. This pay increase will increase the minimum and maximum pay for each classification.~~

Section 2 – Merit Pay

Effective October 1, 2020 all bargaining unit employees shall be ineligible for Merit Pay until the parties negotiate such an increase pursuant to a successor agreement.

Section 3 – Anniversary Date for Pay Adjustments

Demotions and reclassifications shall not alter the employee's pay adjustment anniversary date.

Section 4 – Shift Differential

Full-time employees in the following classifications - Water Operator Trainee, Water Operator, Equipment Operator (when operating a street sweeper), Parking Meter Technician, Pier Attendant, and Maintenance Worker (only in City's Parks and Recreation Department) - shall be entitled to Shift Differential as follows:

(a) Full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 4:00 p.m. and before 12:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually

worked after 4:00 p.m. and before 12:00 a.m.

(b) Full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 12:00 a.m. and before 8:00 a.m. shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for those hours actually worked after 12:00 a.m. and before 8:00 a.m.

(c) Maintenance Worker's and Fleet Management personnel on a split shift (i.e., four (4) hours in the morning and four (4) hours in the afternoon/evening) do not work "the majority" of their regularly scheduled hours after 4:00 p.m. and before 12:00 a.m. Notwithstanding anything to the contrary in this Section 6, Maintenance Worker Is on a split shift shall be paid the Shift Differential of seventy-five cents (\$0.75) per hour for any regularly scheduled hours they work after 4:00 p.m. and before 12:00 a.m.

Section 5 – Part-Time Employee Leave Benefit

All regular part-time employees with at least one (1) year of continuous service shall receive up to 44 hours per year leave prorated based on the number of hours worked to be used at the reasonable discretion of the Department Director. All such leave shall be used within one (1) year and no carryover shall be permitted.

Section 6 – Allowance of Safety Day

(a) IUPAT and the City hereby agree to continue the practice of affording a "Safety Day" (consisting of eight (8) hours of paid leave to be used in increments of no less than four (4) hours) when those City employees listed on Appendix E of this Agreement do not have a Workers Compensation claim or at-fault accident in the preceding twelve (12) months. Any Safety Day that is afforded shall be used within the twelve (12) month period following the date on which the Safety Day is credited to an employee. No carryover of Safety Days shall be permitted.

(b) Employees hired on or after September 21, 2016 shall not be entitled to the benefit of a "Safety Day."

Section 7 – Driver Safety Incentive Pay Program

(a) Full-time employees in the classification of Driver Collector and Container Serviceworker are eligible for drive incentive pay. Eligible employees shall earn \$50 per month, up to \$600 annually, for each month that they achieve the following: (1) they have not had a chargeable accident and have not caused any property damage; (2) they maintain the cleanliness of assigned equipment; (3) they properly use personal protective equipment and tools; (4) are not subject to discipline; and (5) attend 100% of the applicable safety meetings. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee from safety meetings.

(b) Employees on light duty or on a paid or unpaid leave of absence for a period exceeding five business days will not qualify for incentive pay for any such month.

(c) Incentive pay will be distributed at the end of the fiscal year.

Section 8 – Task Force Pay

- (a) Task Force Pay is defined as eight or ten hours of straight time pay in addition to holiday pay when an employee works the holiday.
- i. An eight hour a day employee who works the holiday shall be paid eight hours holiday pay and eight hours of task force pay.
 - ii. A ten hour a day employee who works the holiday shall be paid ten hours of holiday pay and ten hours of task force pay.
- (b) To receive Task Force Pay, an employee must work half of their normal work day (four hours or five hours depending upon assigned schedule).
- (c) Employee must work the scheduled day before and the scheduled day after the holiday to receive Task Force Pay. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee's absence from serving as a disqualifier ~~from safety meetings~~.

Article 27 **General Provisions**

Section 1 – Comparable Cities

IUPAT and the City agree that when making comparisons between City and other employers with respect to wages, benefits or other terms and conditions of employment, both IUPAT and the City will use only the following municipal employers:

Boynton Beach	Pompano Beach
Delray Beach	Margate
Boca Raton	Sunrise

Article 28 **Entire Agreement**

Section 1 – Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 – Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this

Agreement.

Article 29 **Savings Clause**

Section 1 – Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 – Replacement Provision

In the event of such finding, the Parties, upon the written request of IUPAT, will meet within 30 calendar days to collectively bargain under *Florida Statutes* Chapter 447 to fashion a replacement provision.

Article 30 **Workplace Violence Prevention**

Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner. They are expected to treat co-workers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that workplace violence, unprofessional and abusive behavior will not be tolerated in the workplace. With respect to the seriousness of this problem, the City has adopted a “zero tolerance” for incidents of workplace violence.

Purpose

To clearly set forth the City’s position as it relates to violence or the threat of violence in the workplace. The purpose of this policy, coupled with training requirements, is: to increase employee awareness of the problems associated with incidents of workplace violence; to communicate the seriousness of acts of violence in the workplace; to minimize threats from both internal and external customers; to provide employees with a workplace that is relatively free from recognized hazards that are likely to cause death or serious physical/psychological harm; and, to establish systems for a proactive approach regarding workplace violence that could occur within the City.

Definitions

Workplace violence includes, but is not limited to physical attacks, threatening behavior, harassment, or property damage. Listed below are some examples of workplace violence, their definitions, and the City’s position:

- (1) Physical Attacks – unwanted or hostile physical contact with another person, (i.e. beatings, stabbing, suicides, near suicides, shootings, rapes, etc.).
- (2) Threatening Behavior – the expression of an intent to cause physical or mental harm or psychological trauma, (i.e. verbal abuse, obscene phone calls, etc.).
- (3) Harassment – involves acts or language (written or oral) by a party designed to

- damage or harm a second party, often involving verbal abuse.
- (4) Property Damage – damage to property which includes property owned by the City.
 - (5) Deadly Weapons – includes all firearms, such as handguns, rifles, shotguns, explosive devices. Other objects or tools such as knives and other cutting utensils, bows and arrows, bats, brass knuckles, mace, pepper spray, tear gas, or tools such as axes, screwdrivers, hammers, may be considered deadly weapons when used in a violent, threatening, aggressive or offensive manner.
 - (6) Zero Tolerance – All reported incidents shall be investigated and action taken upon the results of the investigation. Employees at all levels are cautioned that appropriate action may include immediate termination after a first offense if just cause can be established.

Management Commitment

Violence in the workplace shall not be tolerated, and every effort shall be made to prevent violent incidents from occurring. This shall be accomplished by implementing a Workplace Violence Prevention Program/Policy that provides training and holds managers, supervisors, and employees accountable for their actions. All employees, and especially Department Head/Directors, managers, supervisors, law enforcement personnel, and employee organization representatives are obligated to act individually and collectively to prevent, defuse, or mitigate actual or threatened violent behavior at work. The City is committed to full cooperation with law enforcement agencies to support criminal prosecution of any employee within or outside this organization who commits violent or threatening acts against the City. A copy of the City's policy on Workplace Violence Prevention will be distributed to all employees at mandatory training seminars and, in the case of newly-hired employees, they will be given specific instructions during orientation.

Responsibilities

The Chief Human Resources Officer is designated as the City's Critical Incident Coordinator. The Coordinator is responsible for the coordination of the response to acts or threats of violence under this policy. The Coordinator may assemble Department Directors, managers, supervisors and other employees as deemed appropriate to constitute a Critical Incident Response Team. The Team may include a representative from the Human Resources Department, law enforcement agencies, Department Directors and others as selected by the Coordinator. The Coordinator is expected to assemble the Team, take action to manage the incident, and implement the City's Workplace Violence Prevention Policy. The Coordinator shall arrange the appropriate meetings, provide communication resources, reporting, record-keeping and training. As such, with all the above in place, the Team is enabled to assume its role in the response to violent incidents in the workplace efficiently and effectively.

Responsibilities of Critical Incident Coordinator

Receive reports of workplace violence incidents from Department Head/Directors, managers, supervisors and employees. Immediately provide a briefing on the incident report to the City Manager. Make sure that records are maintained of the reported incident(s) of workplace violence.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Advise employees who seek assistance regarding violent behavior and make appropriate referrals. Directly refer an employee who does not seek assistance also. For example, employees may be referred to the Employee Assistance Program (EAP) or a medical professional.

Perform investigations and provide written recommendations to the City Manager, City Attorney, Department Head/Directors, outside attorney(s), and other Management representatives.

Protect the confidentiality of workplace violence incidents as best as possible.

Responsibilities of Department Head/Directors, Managers, and Supervisors

Have a professional responsibility to be held to a higher standard in setting positive examples to maintain a workplace free from violence or the threat of violence by their own behavior and demeanor at work.

Report workplace violence incidents immediately to one of the following: Department Head/Director, Deputy or Assistant Department Head/Director, manager, supervisor or any Management representative as is deemed appropriate.

Document workplace violence incidents and report them to the appropriate staff.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Comply with all City and City Department procedures/guidelines relative to workplace violence prevention.

Training

The Human Resources Department shall seek to provide training that will bring awareness and convey the ramifications of workplace violence acts, and communicate clearly the City's position on workplace violence prevention.

Assist with the developing, implementing, and delivering workplace violence prevention training for all City employees. Training on workplace violence will focus on avoiding and preventing workplace violence related incidents. The training shall be of sufficient length to address key areas as listed below.

- City and City Department policies and procedures regarding workplace violence
- Risk factors that cause or contribute to assaults
- Abusive language, behavior, body language
- Recognition of escalating behavior

- Recognition of warning signs/situations that may lead to assaults
- Multicultural diversity/sensitivity
- Dealing with hostile people
- Crisis Intervention techniques
- Coordination of appropriate assistance with affected parties, such as victims, employees, or law enforcement personnel
- Assessment of an employee's fitness for duty through medical professionals

Incident Reporting

Any employee who becomes aware of an incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or citizen must report it to the Department Head/Director or appropriate Management representative.

In the cases of critical incidents in which serious threats or injury occurs with internal or external customers, call 911 immediately to obtain emergency responders such as Police and Fire Rescue personnel.

Protection from Retaliation

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Head/Director.

Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation as a result of such a report. Any retaliation or harassment must be reported immediately to the Department Head/Director and/or to the Chief Human Resources Officer. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Ban on Deadly Weapons

Possession, use, or threat to use a deadly weapon, including but not limited to all firearms and explosive devices, by a City employee is forbidden at any City job site, on City owned, leased or rented property, the beach, in City vehicles, or in private vehicles parked on City property. An exception is made when possession or use of such a weapon is necessary and is a City requirement of the job, such as with law enforcement officers. City employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon.

The City can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on City property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from City premises if ordered to do so. Refusal to comply with an order to remove

personal property from City premises may result in disciplinary action.

City supervisory and managerial staff have a right to enter or search City property with or without prior notice. City property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and E-mail. As a consequence, any area is subject to monitoring and/or search. Any misuse of City property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Restraining Orders and Injunctions

Cases of City employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought.

In order to maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Chief Human Resources Officer as well as their supervisors immediately in these cases and provide a copy of the Order to the Human Resources Department. Even in the case where an employee has not yet secured a Court Order, but has reason to fear for his/her personal safety, reporting of these concerns to the supervisor, manager, Department Head/Director, or the Chief Human Resources Officer is of great importance.

Coping with Workplace Violence Incidents / Additional Guidelines

The best method to cope with workplace violence is to avoid situations where violence is likely to occur. That is, with the expectation that all employees will conduct themselves in a professional, courteous and respectful manner at all times.

Department Heads/Directors, managers, and supervisors faced with a potentially violent situation should not allow a verbal altercation to escalate into a more serious situation.

When confronted with a violent situation between two (2) employees, an attempt should be made to separate the two people unless the manager or supervisor feels that other individuals would be endangered by such action.

If a violent or volatile situation occurs, call "9-1-1" immediately and thereafter, contact the Critical Incident Coordinator and the Department Head/Director involved.

Once the immediate situation is controlled, the Critical Incident Coordinator, in cooperation with the Department Head/Director, law enforcement, and others as needed, will conduct an investigation into the incident. The investigation shall include interviews with all parties involved and any witnesses, as well as obtaining written statements. Employees who are involved in such an investigation are required to cooperate.

The Department Head/Director or his/her designee may order that the parties leave the work site immediately, with or without paid leave, depending on the circumstances and pending completion of the investigation. The Department Head/Director shall contact the

Critical Incident Coordinator for guidance on the appropriate method for such immediate action.

Employees involved in a workplace violence situation are entitled to be represented by IUPAT or counsel during the interviews or meetings. The Critical Incident Coordinator will also provide Department Head/Directors with advice in cases where this policy has been violated and the employee is subject to possible disciplinary action.

Should an employee become the victim of an incident of workplace violence, the Critical Incident Coordinator or other authorized City Management representatives may offer the services of the Employee Assistance Plan (EAP) or other medical professionals to assist in coping with any effects of the incident.

In cases where employees violate this policy and it is determined in the investigation that the employee did in fact, commit a violent act, he/she may be formally referred to the EAP or a medical professional by the Critical Incident Coordinator (Chief Human Resources Officer) or other authorized City Management representatives. The purpose of the EAP or medical professional referral is to determine the employee's psychological fitness for duty to perform his/her City job responsibilities. A return to work evaluation and release will be required through a medical professional. Unless mitigating circumstances exist, failure by the employee to keep any appointment with the EAP or the medical professional could result in disciplinary action up to and including termination.

Post Incident Response

Post incident response involves taking care of injured and/or affected employees and providing treatment for victims and employees who may be traumatized by involvement or by witnessing a violent incident. Department Head/Directors, managers, and supervisors are responsible for ensuring that the injured employees receive prompt medical attention if needed. Counseling shall be made available to victimized employees through the EAP or medical professionals as is deemed appropriate.

Record Keeping

Record-keeping is of the utmost importance to the success of a workplace violence prevention program or policy. Maintaining good records is essential for evaluation, and is absolutely critical in determining the severity of problem areas, reviewing preventative actions, identifying trends, and helping to measure the success of workplace violence prevention initiatives. The confidentiality of workplace violence incidents will be maintained consistent with Florida Public Records Law.

Disclosure Statement

Employees who plead guilty, or nolo contendere (i.e., "no contest"), or who are convicted of felonies or misdemeanors (involving use of a weapon or physical violence), are required to disclose this information to their Department Head/Directors and the Chief Human Resources Officer within five (5) calendar days of the date of the Court action. This disclosure requirement applies even if the action took place in another State.

The policies established by this ordinance shall not be applicable to bargaining unit

members until such time as the City has obtained a consent and waiver from the members' union(s) to implement the policy as to their members or until the bargainable aspects of the policy have been resolved by bargaining or impact bargaining, if timely demanded by IUPAT.

Article 31

Pension Benefits

Section 1 – Pension and Retirement Benefits

The City provides pension benefits for full-time permanent employees as set forth in Section 54- 136 through 54-228 (defined benefit plan), and 54-331 and 54-332 (ICMA plan). All full-time employees of the City hired after January 1991 shall only be entitled to the pension defined contribution benefits under the ICMA plan. Though the defined benefit plan is closed, Other employees who have previously timely elected to participate in the pension benefits provided for in the defined benefit plan may continue their participation in that plan.

Article 32

Duration

Section 1 – Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2020, and shall continue in full force and effect through September 30, 2021 2020.

Signature Page follows as Page 55 of 55 Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2020.

For:

**Local 1010 / District Council
78 International Union of
Painters and Allied Trades
[IUPAT]**

Gerry Showers

Business Representative/Chief Negotiator
IUPAT District Council 78
1010

Vanessa Chiles

Chief Steward
IUPAT Local

For:

The City of Deerfield Beach, Florida [City]

Amanda Robin

Chief Human Resources Officer
City of Deerfield Beach

David Santucci

City Manager
City of Deerfield Beach

The Honorable Bill Ganz

Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

Anthony Soroka

City Attorney
City of Deerfield Beach

Appendix A
Bargaining Unit Classifications and Pay Grades

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE ASSISTANT *	N08	\$ 16.4426	\$ 25.4858
BACKFLOW TECHNICIAN*	N11	\$ 19.6943	\$ 30.5262
BUS DRIVER PT*	N07	\$ 15.4824	\$ 23.9982
BUS DRIVER*	N07	\$ 15.4824	\$ 23.9982
BUYER*	N13	\$ 22.2120	\$ 34.4288
CASHIER CLERK PT*	N07	\$ 15.4824	\$ 23.9982
CERTIFIED NURSING ASSISTANT PT*	N09	\$ 17.4618	\$ 27.0660
CERTIFIED NURSING ASSISTANT*	N09	\$ 17.4618	\$ 27.0660
CONCESSION ATTENDANT PT*	N04	\$ 12.9263	\$ 20.0355
CONSTRUCTION ADMIN SPECIALIST	N12	\$ 20.9154	\$ 32.4188
CONTAINER SERVICE WORKER*	N10	\$ 18.5447	\$ 28.7441
CREW LEADER*	N12	\$ 20.9154	\$ 32.4188
CROSS CONNECTION CONTROL SPECIALIST*	N12	\$ 20.9154	\$ 32.4188
CROSSING GUARD	N05	\$ 13.7277	\$ 21.2775
CUSTOMER SERVICE REPRESENTATIVE*	N08	\$ 16.4426	\$ 25.4858
DRIVER COLLECTOR PT*	N11	\$ 19.6943	\$ 30.5262
DRIVER COLLECTOR*	N11	\$ 19.6943	\$ 30.5262
ENGINEERING RECORDS SPECIALIST	N14	\$ 23.5891	\$ 36.5632
ENGINEERING TECHNICIAN*	N14	\$ 23.5891	\$ 36.5632
EQUIPMENT OPERATOR *	N09	\$ 17.4618	\$ 27.0660
EQUIPMENT OPERATOR, SENIOR*	N11	\$ 19.6943	\$ 30.5262
FACILITIES TECHNICIAN*	N11	\$ 19.6943	\$ 30.5262
HVAC TECHNICIAN	N11	\$ 19.6943	\$ 30.5262
INFORMATION & REFERRAL COORDINATOR*	N10	\$ 18.5447	\$ 28.7441
INFRASTRUCTURE MAINTENANCE CREW LEADER*	N12	\$ 20.9154	\$ 32.4188
INSTRUMENT TECHNICIAN*	N14	\$ 23.5891	\$ 36.5632
INVENTORY CONTROL CLERK*	N09	\$ 17.4618	\$ 27.0660
INVENTORY COORDINATOR	N13	\$ 22.2120	\$ 34.4288
IRRIGATION SPECIALIST*	N10	\$ 18.5447	\$ 28.7441
LANDSCAPE CREW LEADER*	N12	\$ 20.9154	\$ 32.4188
LANDSCAPE TECHNICIAN*	N12	\$ 20.9154	\$ 32.4188
LEAD FACILITIES TECHNICIAN*	N13	\$ 22.2120	\$ 34.4288
LEAD STORMWATER TECHNICIAN	N14	\$ 23.5891	\$ 36.5632
LEAD WATER OPERATOR *	N14	\$ 23.5891	\$ 36.5632
LICENSED PRACTICAL NURSE*	N11	\$ 19.6943	\$ 30.5262
LIFEGUARD LIEUTENANT*	N14	\$ 23.5891	\$ 36.5632

MAINTENANCE LANDSCAPER*	N12	\$ 20.9154	\$ 32.4188
MAINTENANCE WORKER	N08	\$ 16.4426	\$ 25.4858
MAINTENANCE WORKER PT*	N08	\$ 16.4426	\$ 25.4858
MAINTENANCE WORKER, SENIOR*	N10	\$ 18.5447	\$ 28.7441
MECHANIC *	N11	\$ 19.6943	\$ 30.5262
MECHANIC, SENIOR*	N13	\$ 22.2120	\$ 34.4288
OCEAN LIFEGUARD PT*	N10	\$ 18.5447	\$ 28.7441
OCEAN LIFEGUARD*	N10	\$ 18.5447	\$ 28.7441
OFFICE AUTOMATION SPECIALIST*	N08	\$ 16.4426	\$ 25.4858
OFFICE SPECIALIST*	N08	\$ 16.4426	\$ 25.4858
OUTREACH COORDINATOR PT	N05	\$ 13.7277	\$ 21.2775
PARKING METER TECHNICIAN PT*	N08	\$ 16.4426	\$ 25.4858
PARKING METER TECHNICIAN*	N08	\$ 16.4426	\$ 25.4858
PIER ATTENDANT PT*	N05	\$ 13.7277	\$ 21.2775
PLANT MECHANIC	N11	\$ 19.6943	\$ 30.5262
PLANT TECHNICIAN	N09	\$ 17.4618	\$ 27.0660
PLUMBING JOURNEYMAN	N11	\$ 19.6943	\$ 30.5262
PRESCHOOL TEACHER PT*	N09	\$ 17.4618	\$ 27.0660
PRESCHOOL TEACHER*	N09	\$ 17.4618	\$ 27.0660
PROGRAM LEADER*	N10	\$ 18.5447	\$ 28.7441
RECREATION LEADER PT*	N04	\$ 12.9263	\$ 20.0355
REGISTERED NURSE PT	N13	\$ 22.2120	\$ 34.4288
SANITATION WORKER*	N07	\$ 15.4824	\$ 23.9982
SCADA SYSTEM ANALYST	N15	\$ 25.0517	\$ 38.8303
SENIOR CASHIER CLERK*	N08	\$ 16.4426	\$ 25.4858
STORMWATER MAINTENANCE	N08	\$ 16.4426	\$ 25.4858
STORMWATER TECHNICIAN	N10	\$ 18.5447	\$ 28.7441
STORMWATER TECHNICIAN SENIOR	N12	\$ 20.9154	\$ 32.4188
TRANSPORTATION SPECIALIST	N08	\$ 16.4426	\$ 25.4858
TRANSPORTATION SPECIALIST PT	N08	\$ 16.4426	\$ 25.4858
UTILITY ELECTRICIAN*	N12	\$ 20.9154	\$ 32.4188
UTILITY ELECTRICIAN, SENIOR*	N15	\$ 25.0517	\$ 38.8303
UTILITY LOCATOR TECHNICIAN*	N09	\$ 17.4618	\$ 27.0660
VOLUNTEER COORDINATOR PT*	N05	\$ 13.7277	\$ 21.2775
WASTEWATER COLLECTION CREW LEADER*	N12	\$ 20.9154	\$ 32.4188
WASTEWATER SERVICE WORKER	N10	\$ 18.5447	\$ 28.7441
WASTEWATER TECHNICIAN	N09	\$ 17.4618	\$ 27.0660
WATER DISTRIBUTION CREW LEADER*	N12	\$ 20.9154	\$ 32.4188
WATER DISTRIBUTION SVC WORKER	N10	\$ 18.5447	\$ 28.7441
WATER LABORATORY TECHNICIAN PT*	N11	\$ 19.6943	\$ 30.5262
WATER LABORATORY TECHNICIAN*	N11	\$ 19.6943	\$ 30.5262
WATER MECHANIC*	N11	\$ 19.6943	\$ 30.5262

WATER OPERATOR TRAINEE*	N11	\$ 19.6943	\$ 30.5262
WATER OPERATOR*	N12	\$ 20.9154	\$ 32.4188
WATER SAFETY INSTRUCTOR PT*	N07	\$ 15.4824	\$ 23.9982

Appendix B
City of Deerfield Beach IUPAT Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of IUPAT Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Steward, if applicable:	Signature of Steward, if applicable:	
<i>Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.</i>		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Steward if applicable:
<i>The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.</i>	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Submission

Name of Department Head/Director:	
Date & Time submitted to, & received by, Department Head/Director (or designee):	
Signature of Department Head/Director (or designee):	
Signature of Grievant:	Signature of Steward if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by Department Head/Director:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Department Head/Director:	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Submission

Name of City's Chief Human Resources Officer:	
Date & Time submitted to, & received by, City's Chief Human Resources Officer (or designee):	
Signature of City's Chief Human Resources Officer (or designee):	
Signature of Grievant:	Signature of Steward, if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City's Chief Human Resources Officer:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City's Chief Human Resources Officer:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Submission

Name of City Manager:

Date & Time submitted to, & received by, City Manager (or designee):

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 4 Processing - Response

Step 4 Grievance Answer by City Manager:

Date & Time delivered to, & received by, Grievant and IUPAT:

Signature of City Manager:

Signature of Grievant:

Signature of Steward, if applicable:

Step 5 Processing – Submission

If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (10) work days of Grievant's receipt of the City Manager's written answer at Step 4.

Appendix C
Medical Insurance

Plan Name	Tier of Coverage	Proposed Cost Share	Employee Monthly Contributions Effective 1/1/21
Platinum	Employee Only	85/15	\$149.75
	Employee + Spouse	75/25	\$524.12
	Employee + Child(ren)	75/25	\$474.21
	Employee + Family	75/25	\$798.67
Gold	Employee Only	90/10	\$77.43
	Employee + Spouse	80/20	\$325.20
	Employee + Child(ren)	80/20	\$294.23
	Employee + Family	80/20	\$495.55
Silver	Employee Only	95/5	\$30.59
	Employee + Spouse	80/20	\$258.71
	Employee + Child(ren)	80/20	\$233.92
	Employee + Family	80/20	\$395.07

Plan Name	Tier of Coverage	Employer and Employee Combined Costs Effective 1/1/21
Platinum	Employee Only	\$998.33
	Employee + Spouse	\$2,096.49
	Employee + Child(ren)	\$1,896.84
	Employee + Family	\$3,194.67
Gold	Employee Only	\$774.29
	Employee + Spouse	\$1,626.01
	Employee + Child(ren)	\$1,471.15
	Employee + Family	\$2,477.74
Silver	Employee Only	\$611.83
	Employee + Spouse	\$1,293.57
	Employee + Child(ren)	\$1,169.62
	Employee + Family	\$1,975.33

Appendix D
Dental Insurance

Coverage Tier	Total Premium Cost	Employee Cost
Employee Only	\$37.20	\$1.72
Employee + Spouse	\$74.40	\$18.89
Employee + Children	\$81.60	\$22.21
Employee + Family	\$86.32	\$24.39

Appendix E
Vision Insurance

Tier	Total Premium Cost	Employee Cost
Employee	\$ 2.01	\$ 1.00
Employee + Spouse	\$ 4.32	\$ 2.59
Employee + Child/ren	\$ 4.71	\$ 2.83
Family	\$ 7.00	\$ 4.20

Appendix F
List of IUPAT Employees Eligible for “Safety Day”

8 hour safety day

Backflow Technician
Bus Driver
Container Serviceworker
Crew Leader
Cross Connection Control Specialist
Driver Collector
Equipment Operator
Equipment Operator Senior
Facilities Technician
Infrastructure Maintenance Crew
Leader
Irrigation Specialist
Landscape Crew leader
Landscape Technician
Lead Facilities Technician
Maintenance Landscaper
Maintenance Worker
Maintenance Worker Senior
Sanitation Worker
Thrift Shop Driver
Utility Locator Technician
Wastewater Collection Crew Leader
Water Distribution Crew Leader
Wastewater Service Worker
Water Distribution Service Worker

7 hour safety day

Thrift Shop Driver

4 hour safety day

Engineering Technician
Instrument Technician
Utility Electrician
Utility Electrician Senior
Water Laboratory Technicians
Water Mechanic



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-600

Agenda Date: 10/6/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, ratifying the Collective Bargaining Agreement between the City of Deerfield Beach and the Professional Managers and Supervisors Association in effect from October 1, 2020 through September 30, 2021; authorizing the City Manager to sign the Collective Bargaining Agreement on behalf of the City; authorizing the City Manager to take all actions necessary to implement the Collective Bargaining Agreement; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The current contract between the City and PMSA expires on September 30, 2020. Collective bargaining commenced resulting in a one-year contract term of October 1, 2020 through September 30, 2021. On October 1, 2020, the Union shall conduct a ratification vote. In the event the Union ratifies the agreement and the City Commission accepts the recommendation and approves the Agreement, the collective bargaining process for this successor agreement shall be deemed concluded.

Current Activity

Wages - All bargaining unit employees shall be ineligible for a Cost of Living Adjustment (COLA) and Merit Pay for FY21.

Association Delegate - Union requested Stewards be renamed as Delegates. This is modified throughout the contract.

Payment for Certification - Modification to allow for additional opportunities for certification pay, must be approved in advance by the Department Director prior to obtaining certificate.

Layoff Moratorium - No layoff for any filled and budgeted position as of 10/1/2020, irrespective of any budgetary shortfall should one occur. In the event of closure of a facility for any unforeseen reason, the City shall reassign employees impacted to other areas, departments or budgeted positions. Union requested language giving delegates layoff seniority.

Performance Evaluations - With no merit pay, the pay for performance scoring system becomes

obsolete. For one year, Development, Comments and Goals will be utilized to evaluate employees for FY21.

Compensatory Time - Removed language requiring cash-out of compensatory time if not used within 180 days.

Leave of Absence - Added language to allow for maximum accrual requirements to be extended in the event and employee is denied the use of leave for operational reasons. Added Juneteenth as a new City holiday, removal of the "floating" holiday previously provided.

Labor Management Committee - Addition of a committee to improve communication between the City and the union.

Recommendation

Department of Human Resources recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION IN EFFECT FROM OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021; AUTHORIZING THE CITY MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE CITY; AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current contract between the City and the Professional Managers and Supervisors Association (“PMSA”) expires on September 30, 2020; and

WHEREAS, the City and PMSA requested that negotiations commence for a successor agreement; and

WHEREAS, the parties thereafter met and negotiated in good faith; and

WHEREAS, the City desires to ratify the Collective Bargaining Agreement with PMSA, as set forth in the attached Exhibit “A”, which is hereby incorporated into this Resolution by this reference, to govern the period from October 1, 2020 to September 30, 2021 (the “CBA”); and

WHEREAS, by a vote conducted on October 1, 2020, the PMSA bargaining unit ratified the CBA; and

WHEREAS, the attached CBA must be approved by the City Commission to complete the collective bargaining process pursuant to Chapter 447, Florida Statutes.

WHEREAS, the City finds that ratification of the Agreement is in the best interest of the City.

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

Section 1. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. The CBA with PMSA, attached and incorporated herein as Exhibit “A”, is hereby approved for the period from October 1, 2020 to September 30, 2021.

Section 3. The City Manager is hereby authorized to sign the Agreement on behalf of the City.

Section 4. The City Manager is authorized to take all actions necessary to implement the Agreement.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

201720 - 20201

**Collective Bargaining Agreement Between the
Professional Manager and Supervisors Association [PMSA] and the
City of Deerfield Beach [City]**

Article 1 - Preamble

Section 1 - Preamble

This Agreement is made and entered into by the **Professional Managers and Supervisors Association**, hereinafter referred to as “**the PMSA**” or “**the Association**”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “**City**”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

Section 2 - Public Employees

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

WITNESSETH

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, the PMSA and City agree as follows:

Article 2 - Recognition

Section 1 - Recognition of Bargaining Unit

City recognizes the PMSA as the exclusive bargaining agent for the purpose of collectively bargaining wages, hours and terms and conditions of employment and all other mandatory and permissible subjects of bargaining under Florida Statutes Chapter 447 for full-time City employees covered by this Agreement.

Section 2 - Bargaining Unit Classifications

The bargaining unit shall consist of the classifications listed in the Florida Public Employees Relations Commission (F-PERC) Certification No. 1767 and in Appendix A of this Agreement.

Section 3 - Changes in Job Responsibilities

Section 3 - Changes in Job Responsibilities

(a) In the event of the renaming, reclassification or reallocation of a classification covered by this Agreement, the Association shall be given no less than 14 calendar days' notice of such change in classification.

(b) In the event of the creation of a new classification, the Association shall be given no less than 14 calendar days' notice of the creation of such classification. Should any such newly created classification fall within the community of interest of the collective bargaining unit, such classification shall automatically be considered part of the collective bargaining unit.

(c) If a dispute arises regarding either Paragraphs (a) or (b) of this Section, the matter shall be submitted to and resolved by the F-PERC in accordance with its rules and procedures.

Sections 4 - Definitions

City Commission: Collectively refers to the elected body including the Mayor, Vice Mayor and City Commissioners of the City of Deerfield Beach, Florida.

City Department **Head(s)**/Director(s): Refers to the City Administrator with responsibility for one of the City Departments recognized in the City Fiscal Year Budget or such administrator's designee.

Calendar Day(s): A 24 hour period reckoned from midnight until midnight.

City Manager: The individual appointed as the City Manager for the City of Deerfield Beach, Florida or his/ her designee.

City's Personnel Rules and Regulations: Refers to the City's Employees Handbook. **(also sometimes referred to as "the blue book")**.

Employee(s): A person hired to a full-time, budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Fiscal Year: The City's fiscal year begins on October 1 and ends on September 30 of each year.

F-PERC: The Florida Public Employees Relations Commission.

Normal Work Day(s): A Work Day consisting of eight (8) or ten (10) hours scheduled work.

Normal Work Week: A work week of 40 scheduled hours of work consisting of five (5) 8-hour days or four (4) 10-hour days.

PMSA: Refers to the Professional Managers and Supervisors Association, referred to

herein either as “the PMSA” or “the Association.”

Work Day(s): Shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Agreement.

Article 3 - Non-Discrimination

Section 1 - Non-Discrimination

The PMSA and the City shall not discriminate against any employee covered by this Agreement because of race, color, sex, age, national origin, religion, disability, political opinions or affiliations, or as may otherwise be prescribed by the Federal, State or local law.

Section 2 - Discrimination on Membership

The PMSA and the City shall not discriminate against, interfere with or coerce and employee covered by this Agreement because of membership or non-membership in the PMSA.

However, the Association is not responsible for representing non-dues paying employees in any matters other than collective bargaining between the Parties to this Agreement.

Article 4 - Management Rights

Section 1 - Management Rights

The PMSA recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. The City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units or organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, positions classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods and services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities

and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

Section 2 - Other Rights and Prerogatives

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

Section 3 - Notice of Intent re Privatization/Contracting-Out

City shall provide the PMSA with written notice of the City's intent to privatize/contract-out any work of the bargaining unit no less than 30 calendar days prior to the date on which the privatization/contracting out is anticipated to occur.

Section 4 - English Language Requirement

The parties agree that any applicant for employment or promotion must be able to converse and be understood in spoken English and be able to read and write in English sufficient to discharge the interpersonal communications responsibilities of the classification for which he/she is applying or seeking promotion.

Article 5 - Association Rights

Section 1 - Rights of Employees

(a) Employees covered by this Agreement shall have the rights to which they are entitled by the Constitution of the United States, the Constitution of the State of Florida, and the City's Personnel Rules and Regulations. The City's current Personnel Rules and Regulations are deemed incorporated in their entirety into this Agreement. Any differences or conflicts between the City's Personnel Rules and Regulations and the provisions of this Agreement will be resolved on the basis of the provisions of this Agreement.

(b) Employees shall have the right to join or not to join the PMSA and to engage in lawful activities for the purposes of collective bargaining free from restraint, coercion, discrimination or reprisal.

(c) Employees shall be provided a copy of his/her Classification Description in response to such employee's written request of City's Human Resources Department.

(d) There shall be only one (1) official personnel file for each employee covered by this Agreement to be maintained by the City's Human Resources Department in accordance with *Florida Statutes* Chapter 119.

(e) No material adverse to an employee shall be placed in his/her official personnel file unless the employee has been afforded an opportunity to review such material. The employee shall acknowledge his/her review of such material and affix his/her signature to such material, understanding that the employee's signature merely acknowledges his/her review of the material, not that the employees necessarily agrees with the content of such material.

Employees shall have 10 calendar days in which to provide a written response to any adverse material placed in the employee's official personnel file. In such event, the written response shall be attached to the adverse material placed in the employee's official personnel file. Receipt of any such written response shall not be considered a grievance regarding the adverse material for any purposes under this Agreement.

(f) Upon appropriate request and scheduling by an employee, the City's Human Resources Department shall permit an employee to review his/her official personnel file and shall provide copies of any material requested by the employee for a reproduction fee in accordance with applicable State law.

Section 2 - Rights of the Association

The PMSA shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

Section 3 - Dues Deduction

Employees may authorize payroll deductions for the purpose of paying PMSA dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

Section 4 - Determination of Dues

The PMSA will notify the City of the amount of dues. Such notification shall be made in writing over the signature of the PMSA's Executive Director or designee. Changes in dues will be similarly reported to City, with the notification at least 30 calendar days in advance of the anticipated effective date of any such changes.

Section 5 - Deduction Methodology

Dues shall be deducted each pay period. The deducted monies shall be remitted to the Association within ten (10) working days of the last pay period of the month. The PMSA will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

Section 6 - Payroll Deduction Authorization

Upon receipt of a signed payroll deduction authorization card, City shall deduct those PMSA dues certified by the signature on the card of the employee.

Section 7 - Revocation of Payroll Deduction Authorization

A payroll deduction authorization may be revoked by an employee upon 30 calendar days written notice to the PMSA and the City. Any such revocation shall be on a signed form provided by the PMSA or in a letter of intent from the employee.

Article 6 - Prohibition of Strikes

Section 1 - No Strikes

Neither the PMSA, any officer or agent of the PMSA, nor any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement, except as to the question of fact.

Section 2 - Association Efforts

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, the PMSA shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

Section 3 - Responsibility

Any employees found to be in violation of this Article and the PMSA (if the PMSA shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which

might be suffered by the City or other individual or entity affected as a result of a violation of the provisions of this Article in accordance with the law.

Article 7 - Association Business

Section 1 - Employee Roster

The PMSA may request, no more than once per calendar quarter, a roster containing the names, home addresses, and home telephone numbers of employees covered by this Agreement, and City shall respond to any such request to the extent that information is publicly available pursuant *Florida Statutes* Chapter 119.

Section 2 - Association Business

The City agrees to allow the PMSA's Chief ~~Steward~~Delegate or his/her designated representative to be released from duty without pay to attend conventions, seminars and meetings. This time will be limited to two (2) events per calendar year as designated by the PMSA.

The City reserves the right for City Department ~~Heads~~, Directors and the City Manager to approve or disapprove these absences based on operational needs.

Section 3 - Bulletin Boards

(a) Bulletin board space shall be provided by the City upon which the PMSA may place non-controversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Association business. The PMSA shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

City Hall

~~Central West City Campus~~

Water Plant

Parks and Recreation Department (including Aquatics Office, Athletics Office, , Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)

Central City Campus (~~Buildings A and B~~)

Ocean Rescue Headquarters

~~Senior Services~~Active Aging

Mitigation Operations Center (MOC)

(b) All costs incident to the preparing and posting of PMSA materials will be borne by the PMSA. The PMSA is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

Section 4 - Negotiations

The City agrees that there shall be no loss of pay for ~~two (2)~~three (3) employees serving as members of the PMSA's negotiating team, provided such negotiation sessions are held at mutually agreed times during the employees' normal working hours.

Section 5 - Association ~~Steward~~Delegates

(a) The PMSA may appoint one (1) Chief ~~Steward~~Delegate and up to a maximum of ~~four~~two (4) Shop ~~Steward~~Delegates in each of the following work groups: 1. City Hall and Athletics & Aquatics, 2. Parks & Recreation, Information Technology, 3. Sustainable Management, 4. Environmental Services whose names shall be indicated in writing to the City's ~~Human Resources Director~~Director of Human Resources and Risk Management. Appointments shall not be effective until receipt of notice by the City.

(b) Employees who are selected as a Chief ~~Steward~~Delegate or as a Shop ~~Steward~~Delegate shall perform duties for the PMSA on their own time. However, the City recognizes that instances will arise in which it will become necessary for the Chief ~~Steward~~Delegate and Shop ~~Steward~~Delegates to perform their duties on City time. Except in emergency conditions, the Chief ~~Steward~~Delegate's and Shop ~~Steward~~Delegates' immediate supervisor may grant permission to perform these duties on City time with the understanding that the Chief ~~Steward~~Delegate and Shop ~~Steward~~Delegates shall return promptly to their regular assigned duties. A supervisor's permission shall not be unreasonably withheld.

Section 6 - Location for PMSA Business

The City agrees that the PMSA may have access to a room in a City facility at mutually agreed upon times and dates to conduct PMSA business.

Section 7 - Requests for Documents

City agrees to provide the PMSA with one (1) copy of the following documents upon request to the City's Human Resources Department:

(a) City Commission Agenda with specifically requested back-up material for agenda items related to the PMSA and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.

(b) Proposed budget, existing budget, budget statements and year-end financial statements.

(c) Minutes of City Commission meetings.

Section 8 - Copies of Agreement

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide the PMSA with five (5) stapled, 8-1/2" by 11" copies of this Agreement at no cost.

Article 8- No Solicitation

Section 1 - No Solicitation

Consistent with *Florida Statutes* Chapter 447, employees covered by this Agreement, the PMSA, and representatives of the PMSA shall not solicit employees for any purposes during work hours or on City premises.

Article 9- Seniority

Section 1 - City Seniority

Each full-time employee shall have City Seniority based on the employee's first day of current continuous employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

Section 2 - Department Seniority

Each full-time employee shall have Department Seniority based on the employee's first day of current continuous employment in their City Department.

Section 3 - Classification Seniority

Each full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

Section 4 - Loss of Seniority

Employees shall lose City Seniority, Department Seniority and Classification Seniority in the event the employee: (a) is terminated from employment for Just Cause; (b) is administratively separated from City service pursuant to Article 19, Section 6 of this Agreement; (c) retires; (d) resigns from employment; or (d) is on layoff for more than 18 months.

Article 10 - Promotions

Section 1 - Promotions

The term promotion as used in this Article means the advancement of a full-time employee to a job classification and higher pay grade based within the bargaining unit on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

Section 2 - Posting of Vacancies

All promotional vacancies within the bargaining unit for full-time employment will be posted in each City Department and on the City's website. Notices shall include the classification title, rate of pay, City Department, and the minimum requirements of the classification. Such posting shall be for a period of at least five (5) work days. A copy of the notice shall also be sent to the PMSA's Chief ~~Steward~~Delegate.

Section 3 - Employee Applications

During the period of posting, employees who wish to apply for the open classification, including employees on layoff, may do so. The application shall be in writing or online and on the standard form furnished by the City. Applications shall be submitted to the City's Human Resources Department and received no later than 5:00 p.m. on the closing date of the vacancy.

Section 4 - Filling Vacancies

Positions shall be filled by the best qualified applicant. Where there is a tie in qualification for a promotional position, the employee with the greatest City Seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

Section 5 - Pay Rate upon Promotion

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade, which ever is greater, for which the employee is promoted in accordance with Pay Plan grades ~~and steps~~, provided the Department ~~Head~~/Director approves. A promotion institutes a new probationary period.

Section 6 - Initial Orientation Period

The initial orientation period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee, and for rejecting any employee whose performance or conduct is not satisfactory. Department ~~Heads~~ Directors shall

monitor employees during the initial orientation period to insure only those employees performing to the best of their abilities complete their initial orientation period.

The initial orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this initial orientation period, an employee shall be subject to demotion and disciplinary action up to, and including, termination from employment, without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

Section 7 - Promotional Orientation Period

Employees promoted into a classification shall be required to successfully complete a promotional orientation period.

The promotional orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this promotional orientation period, an employee may be returned to his former classification without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

Prior to the expiration of an employee's promotional orientation period, the Department **Head**/Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the promotional orientation period and recommend the personnel action to be taken.

Article 11 - Lay-Off and Recall

Section 1 - Reduction in Workforce

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

Section 2 - Order of Layoff

(a) Full-time employees shall be laid off by classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous service with the City since the employee's last date of hire.

(b) However, before any full-time employee is laid off from a classification, all employees in their initial probationary periods in that classification shall be laid off.

(c) Once identified for layoff from his/her present classification and Department:

(I) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same classification as the laid-off employee; or

(II) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employee's pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and

Section 3 - Notice of Layoff

Full-time employees not on initial probation shall be given written notice of layoff no less than 14 calendar days in advance of the effective date of the layoff.

Section 4 - Pay Out of Benefits upon Layoff

As of the effective date of layoff, employees shall be entitled, at their election, to cash out any earned and accrued Compensatory Time, Sick Leave and Annual Leave to which they may be entitled under this Agreement.

Section 5 - Recall

(a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

Section 6 - Layoff Moratorium

Each bargaining unit position filled as of October 1, 2020 has been budgeted for fiscal year 2021. No bargaining unit employee shall be laid off from a budgeted position for economic reasons in fiscal year 2021, irrespective of any budgetary shortfall. In the event of the closure of a facility due to a hurricane or unforeseen or otherwise unanticipated non-economic reasons, the City shall reassign employees impacted by those events, to other areas, departments or budgeted positions.

Section 7 – Delegate Seniority

Delegates shall have Seniority above all bargaining unit members with regards to layoffs and recall.

Article 12 - Grievance and Arbitration Procedures

Section 1 - Definition of Grievance

A grievance is a difference or dispute between an employee and City, or between the PMSA and the City, regarding the interpretation, application or violation of the express terms of this Agreement or of applicable employment law.

Section 2 - Requirements of Written Grievance

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the PMSA Chief or Shop ~~Steward~~Delegate, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission only once. Upon the return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

Section 3 - Time Limitations

(a) No grievance shall be considered or processed under this Article unless it is submitted within the time limits set forth in this Article. However, the PMSA and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and the PMSA at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement.

(c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), said grievance shall be

deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

(d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

Section 4 - Grievance Procedure

(a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

(b) Grievances shall be processed as follows:

Step 1

Written Grievance to Department ~~Head~~/Director

A written grievance shall be submitted to the appropriate Department ~~Head~~/Director within ten (10) work days of the time the Grievant should have reasonably learned of such event.

The Department ~~Head~~/Director shall then issue a written answer to the grievance within ten (10) work days of the Department ~~Head~~/Director's receipt of the grievance at Step 1.

Step 2

Written Appeal to City's ~~Chief Human Resources Officer~~Director of Human Resources and Risk Management

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the City's ~~Chief Human Resources Officer~~Director of Human Resources and Risk Management [DHR] within five (5) work days of the Grievant's receipt of the Department ~~Head~~/Director's written answer at Step 1.

The DHR shall then issue a written answer to the grievance within five (5) work days of the DHR's receipt of the grievance at Step 2.

Step 3

Written Appeal to City Manager

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the ~~Chief Human Resources Officer~~Director of Human Resources and Risk Management' written answer at Step 2.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager's receipt of the grievance at Step 3.

Step 4

Written Request for Arbitration

- (a) If a grievance is not resolved at Step 3, the PMSA and the City may within ten (10) work days mutually agree in writing to submit the matter to mediation using the services of the Federal Mediation and Conciliation Service (FMCS).
- (b) If there is no agreement to mediation, the PMSA (and only the PMSA) may file a written request for arbitration with the FMCS within 15 work days of the Grievant's receipt of the City Manager's written answer at Step 3.
- (c) The PMSA shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list, with the PMSA striking first. The remaining name shall be the arbitrator.
- (d) The arbitrator shall promptly conduct the hearing on the grievance at which both the PMSA and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to the PMSA and the City no later than 30 calendar days after the conclusion of the hearing.
- (e) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (f) The PMSA and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be borne equally by the PMSA and the City.
- (g) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

Article 13 - Temporary Assignments

Section 1 - General Provisions

In the event an employee is temporarily assigned, the Department Director shall base his or her decision on experience, qualifications, special skills, seniority, job performance history and other job-related criteria. Department Director's decision shall not be subject to the grievance procedure.

The City shall notify the PMSA of any employees temporarily assigned in a PMSA classification when the change becomes effective.

Section 24 - Temporary Assignments

A full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position.

Section 32 - Temporary Assignments in Excess of 180 Calendar Days

In the event an employee is required to perform duties in a classification higher than that which such employee holds on a permanent basis for a period longer than 180 continuous calendar days, the employee shall be deemed to have been promoted into the higher classification, provided that the employee meets the minimum qualifications for the higher classification.

However, the provisions of this Section shall not apply if the employee is working in the higher classification to replace a City employee whose absence is due to illness or injury and such employee is expected to return to work.

Article 14 -Drug Free Workplace Program

Section 1 - Development of Replacement Program

The Parties have the right to reopen this Agreement to address the development of a replacement drug free workplace program in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the other party with notice of its intent to do so by May 1, 2018 and May 1, 2019, respectively, and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019, respectively.

However, no random testing will be conducted of any classification not required under Federal Department of Transportation Rules and Regulations.

Section 2 - Drug and Alcohol Abuse Policy

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensing, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

Section 3 - Definitions

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code **38F-859A-24** (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida Administrative Code **38F-859A-24** (unless a stricter standard is authorized by law for a specified job position); provided that any statutory standard which is more strict shall apply.

Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes.

Section 4 - Testing

All testing for alcohol or drugs shall be undertaken as follows:

(a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

(b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(c) Specimen collection shall be documented and the documentation procedures shall include:

1) Labeling specimen containers to preclude erroneous identification;

2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and

3) A consent form.

(d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

- (e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes* Chapter 440.102.
- (f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.
- (g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
- (h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.
- (i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.
- (j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.
- (k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
- (l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.
- (m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.
- (n) Should an applicant or employee fail to request a third test, after a positive

confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

(o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 12 of this Agreement.

(p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

(q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

Section 5 - Medications

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and the Florida Statutes 440.102(a):

I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).

II. Amphetamines. Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex.

III. Cannabinoids. Marinol (Dronabinol, THC).

IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).

V. Phencyclidine. Not legal by prescription.

VI. Methaqualone. Not legal by prescription.

VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.

VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.

X. Methadone. Dolophine, Methadose.

XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.

XII. Hallucinogens. L.S.D., Payote, etc.

XIII. Synthetic Narcotics.

XIV. Designer Drugs.

Section 6 - Privacy in Drug Testing

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

Section 7 - Drug Testing for Applicants

A drug test will be given to all job applicant finalists for safety sensitive positions as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

Section 8 - Current Employee Testing

(a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

- A pattern of abnormal or erratic behavior or a significant deterioration in work performance,
- Information provided by a reliable and credible source,
- A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,
- A report of drug use, provided by a reliable and credible source, which has been independently corroborated,

- Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),
- Increased absenteeism, Substandard work,
- Increased disciplinary incidents, Deteriorating work relationships,
- Increased inattentiveness and absentmindedness, Increased hostility toward the public or other employees,
- Frequent need for work breaks,
- Evidence that an individual has tampered with a drug test during his employment with the City,
- Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/ or
- Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department ~~Head~~/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Human Resources Director and a drug test shall be given. If the Human Resources Director is not available, findings may be submitted to the City Manager, Acting City Manager or Risk Manager, in that order.

(b) Testing for Cause

- 1) Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a moving-vehicular accident that results in more than \$500.00 damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work.
- 2) Non-Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a non-moving-vehicular accident that results in more than \$100.00 damage to the City's and/or customer's and/or member of the public's property, the employee must submit to a drug test.

Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled

employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(e) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(f) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 9 - Voluntary Identification

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

Section 10 - Education

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace. Annual education shall be conducted virtually during the regular scheduled workday.

Section 11 - Collective Bargaining Agreement

The City's collective bargaining agreement with the PMSA contains the City's Drug Free Work Place Policy and falls under the jurisdiction of the Florida Public Employees Relations Commission (PERC) and its appeal procedures.

Article 15 - Uniforms and Equipment

Section 1 - Cleaning

The City will provide and pay for the cleaning of uniforms for those full-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees. via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. The employee not on active duty who returns to active duty within the fiscal year shall receive the allowance in their first check. If a newly hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

Section 2 - Responsibility for Return

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

Section 3 - Repair or Replacement

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, personal beepers, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft ~~An incident~~ report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

Article 16 - Safety and Health

The City will make reasonable provision effort to provide and maintain for the safety and health of its employees during hours of employment. The City will comply with all applicable Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

Article 17 - In-Service Training

Section 1 - Payment for Training

All full-time employees required by the City to attend any training and/or health and safety program paid for by the City shall be compensated at their regular rate of pay for the length of time they are required to attend such training or program.

Section 2 – Payment for Certification

Employees who ~~obtain one (1) or more certifications~~ are approved and/or obtain additional preferred by their classification description shall receive a ~~one (1) time payment~~ of \$400.00 per certification ~~up to a maximum of two (2) such certifications.~~ Bargaining unit members must obtain written approval in advance from their Department Director to ensure that any certification outlined in this section will qualify for certification pay. Advance approval shall also be sought prior to the start of the classes. All requests shall be submitted using the "Pre-Approval" form attached hereto.

Article 18 - Performance Evaluation

Section 1 - Annual Performance Evaluation

The Performance Evaluation Program presently in use by the City for Fiscal year 2021 shall not include the use of Section 1 – Job Related Traits on the form. As such, only section 2 – Development & Comments shall be completed. ~~shall continue to be used for employees covered by this Agreement, including the continued use of the performance evaluation form presently used by the City to conduct an annual performance evaluation of its employees.~~

Section 2 - Performance Evaluation Procedures

The City agrees that any and all employee performance evaluations shall be filled out in ink before the employee signs the form. This agreement does not in any way limit the City's right to alter or discontinue the employee performance evaluation procedures except with respect to filling them out in ink. This provision applies to regular full-time and regular part-time employees (though the City may use different evaluation forms). It is specifically understood that PMSA and the City that a revised performance evaluation program shall be collectively bargained for a successor agreement, with negotiations to commence January 2021.

Article 19 - Employee Discipline

Section 1 - Employee Discipline

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of a PMSA Chief Steward Delegate or Shop Steward Delegate and a PMSA Staff Representative during: (1) any investigatory meeting which an employee reasonably believes may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Oral or Documented Oral Counseling; Written Reprimand; Suspension Without Pay; Demotion or Termination from Employment.

(e) Employees may be disciplined both for off-duty misconduct and for on-duty misconduct on City premises or property if such misconduct is: (I) unlawful or improper; (II) would tend to adversely impact the employee's relationship to his/her job or co-workers; or (III) brings the City, the City's services, or the City's workforce into disrepute.

(f) No employee shall be disciplined for indebtedness. However, City shall take any action required by court order or applicable law in response to any employee's indebtedness.

(g) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

Oral or Documented Oral Counseling

A Supervisor shall notify an employee regarding work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

Written Reprimand

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

Suspension Without Pay

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

Demotion or Termination

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager either demote or terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and the PMSA. Upon his/her receipt of the Department **Head** Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation,

provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department ~~Head~~ Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department ~~Head~~ Director's recommendation.

The City Manager's decision regarding the Department ~~Head~~ Director's recommendation shall be final.

Section 2 - Grounds for Employee Discipline

Subject to the Grievance and Arbitration Procedures contained in Article 12 of this Agreement, the following shall be deemed Just Cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order, or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (f) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (g) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (h) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (i) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (j) Incompetence, inefficiency or repeated neglect of assigned duties.
- (k) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.

- (l) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (m) Has been habitually tardy or absent from duty.
- (n) Unauthorized absence from duty.
- (o) Violation of the State of Florida Ethics Law.
- (p) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (q) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (r) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department ~~Head~~/Director or City Manager.
- (s) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (t) Suspension or revocation of valid driver's license required for job performance.
- (u) Misuse of City property or neglect with respect to City property.

Section 3 - Exception regarding Serious Misconduct

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

In the event of demotion or termination from employment under this Section, the PMSA shall be entitled to submit a grievance directly to Step 4 of the Grievance Procedure provided in Article 12 (Grievance and Arbitration Procedures) of this Agreement.

Section 4 - Miscellaneous Provisions regarding Employee Discipline

- (a) Written Reprimands and Suspensions Without Pay shall not be used as the basis for taking the next step of employee discipline after two (2) calendar years from the date of such discipline.
- (b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

Section 5 – Zero Tolerance regarding Workplace Violence

(a) Violent behavior or any kind of threats of violence are prohibited in all City workplaces, and such misconduct by City employees shall not be tolerated.

(b) Violence in the workplace may include, but is not limited to, the following prohibited behaviors directed at or by a City employee:

- 1) Direct threats or physical intimidation;
- 2) Intimidation or making others afraid or fearful through threatening behavior;
- 3) Stalking;
- 4) Possession of deadly weapons of any kind in interior and on exterior premises of the City, while engaged in employment activities for the City in other locations and at City-sponsored events. However, City employees are not prohibited from having a lawfully concealed firearm in the interior of their private vehicle on a City parking lot, provided the firearm is securely encased or otherwise not readily accessible for immediate use;
- 5) Assault of any form;
- 6) Physical restraint and/or confinement;
- 7) Dangerous or threatening horseplay;
- 8) Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment;
- 9) Blatant or intentional disregard for the safety or well-being of others;
- 10) Commission of a violent felony or misdemeanor on the City's premises or property; and
- 11) Any other act that a reasonable person would perceive as constituting a threat of violence.

(c) The City shall thoroughly investigate any allegation of workplace violence or any kinds of threats of violence that is brought to the attention of a Department **Head** Director, the Assistant City Manager, or the City Manager.

(d) Violent behavior by an employee in a City workplace or any kind of threats of violence shall be deemed Just Cause on which to impose disciplinary action up to, and including, termination from employment. Employees engaged in any such misconduct may also be subject to criminal prosecution.

(e) Retaliation against a person who makes a complaint regarding violent behavior or any kinds of threats of violence made to him/her is prohibited.

(f) (I) A Court Order for purposes of this paragraph (f) is meant to include any order that may be issued by a court of competent jurisdiction in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but limited to, Temporary Restraining Orders.

(II) Any employee who is subject to a Court Order specifying and/or restricting his/her behavior shall notify the City's Human Resources Director in writing upon the issuance of any such Court Order.

(III) Any employee who is under the protection of a Court Order shall notify the City's Human Resources Director in writing upon the issuance of any such Court Order.

Section 6 - Inability to Perform Essential Functions of Position

(a) When an employee becomes unable to perform the essential functions of his/her

position, the City shall make every reasonable effort to identify another position within the bargaining unit which the employee is capable of performing.

(b) An employee who is unable to perform, either with or without reasonable accommodation, the essential functions of his/her position shall be administratively terminated and shall lose all seniority as provided in Article 9, Section 4(a) of this Agreement.

Article 20 - Hours of Work and Overtime

Section 1 - Hours of Work

The normal working hours per one (1) week work cycle for full-time Fair Labor Standards Act (FLSA) Non-Exempt employees shall be 40 hours, which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department ~~Head~~/Director. All meal periods shall be non-compensated time except as otherwise approved by the Department ~~Head~~/Director. This Article applies only to FLSA Non-Exempt full-time employees.

Section 2 - Schedule Changes

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviation shall be considered a violation of this Agreement.

Unless necessitated by a declared emergency, employees shall be given 14 calendar days' notice of any permanent change in their normal schedules of work.

City shall not make any temporary changes to a FLSA Non-Exempt employee's schedule solely for the purpose of eliminating overtime.

Section 3 - Payment of Overtime / Use of Compensatory Time

(a) The City agrees to pay FLSA Non-Exempt employees overtime at the rate of time- and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.

(b) With the agreement of an employee, Compensatory Time may be given to FLSA Non-Exempt employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the FLSA. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(c) FLSA Non-Exempt employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(d) Accrued Compensatory Time shall be cashed out: ~~(1) when not used within 180 calendar days of the end of the payroll period in which the Compensatory Time was earned; (21)~~ in advance of any change in an employee's hourly rate of pay; and ~~(32)~~ upon an employee's separation from service.

Section 4 - Rest Breaks

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department ~~Head~~/Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

FLSA Non-Exempt employees shall receive two (2) 15-minute rest breaks during a work day, and an unpaid meal period of either 30 minutes or 60 minutes.

Section 5 - Emergency Recall

When emergencies require that FLSA Non-Exempt employees are recalled for duty during their off-duty time (not including work which causes an employee to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate.

Section 6 - Computation of Overtime

Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime for FLSA Non-Exempt employees. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

Section 7 - On Call Pay

~~The Party's have agreed to hold meeting/negotiations on the subject On-call pay starting in March of 2018. The PMSA and the City hereby agree that the Parties shall attempt to collectively bargain on call pay during successor negotiations (2021-2024).~~

Article 21 - Insurance

Section 1 - Life Insurance

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

Section 2 - Medical Insurance

(a) Effective January 1, 201~~7~~²¹, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C is a chart containing the options and the premiums associated with each such option.

(b) Effective January 1, 201²¹⁸, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D.

(c) Effective January 1, 201²¹⁸, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E.

~~(d) The Parties have the right to reopen this Agreement to address medical insurance coverage in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the Union with notice of its intent to do so by May 1, 2018 and May 1, 2019 and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019.~~

~~(e)~~(d) Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least 10 years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid one hundred percent (100%) by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long- term disability status and is not yet eligible to retire and collect retirement income.

~~(f)~~(e) Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to fifty percent (50%) of the City's monthly cost of individual health insurance coverage.

Section 3 - Long Term Disability

Long term disability insurance for all regular full-time employees will be purchased by the City ~~effective December 1, 1994. The City will pay the full premium through September 30, 1996. From October 1, 1996 through September 30, 1997, the employees will pay for any premium increases, if there are increases.~~ However, the City will continue to pay the same dollar amount toward the long term disability premium that the City was paying on September 30, 1996.

The benefits of the long term disability insurance are sixty percent (60%) of the employee's annual base salary paid until the employee reaches 65 years of age. The benefits of long term disability insurance begin after six (6) months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six (6) months is almost up before filing.

Article 22 - Leaves of Absence

Section 1 - General Provisions

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager. ~~All records of leave benefits shall be kept by the Human Resources Department and Finance Division and shall be the official record.~~

Section 2 - Sick Leave

(a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department **Head**/Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department **Head**/Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department **Head**/Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

(b) Computation

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.
- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:
Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.
Choice 2 - Bank 48 hours unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
	Choice 1		Choice 2	
Earn (Hours)	Use (Hours)	Bank (Hours)	Bank (Hours)	Pay (Hours)
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
- (2) Upon separation in good standing from the City with 10 continuous years or more

of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay- out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.

Employees hired before the ratification of this contract who terminate their employment with ten or more years of continuous, regular, full-time service may be paid for no less than the amount of sick leave in their account at the time the contract was executed, provided they still have that much in their account. Below are some examples for purposes of illustration.

Hours Accumulated at Time of Contract Ratification	Hours Accumulated at Termination	Hours Paid Upon Termination After 10 Years of Employment
1,040	1,500	1,040
0	1,500	750
800	1,500	800
0	800	400
500	800	500
500	1,000	500
400	600	300
0	600	300
200	1,000	500
1,000	800	800

(3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.

(4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.

(d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to- employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s) / Head(s).

Section 3 - Annual Leave

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Head/Director and Human Resources Division.

(1) Vacation leave.

(2) Absence for transaction of personal business which cannot be conducted during off-duty hours.

(3) Religious holidays other than those designated by these rules as holidays.

(4) For uncovered portion of such leave, once such leave has been exhausted through illness.

(5) Any absences from work not covered by other types of leave established.

(b) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours Maximum Accrual
less than 1 year	8 hours per month
after 1 year through 4 years	96 hours per year 192
after 5 years through 9 years	112 hours per year 224
after 10 years through 14 years	136 hours per year 272
after 15 years	176 hours per year 352

(c) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department ~~Head/~~Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.

(d) Annual Leave shall not be approved for any employee who has not earned the requested number of days.

(e) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.

Section 4 - Holiday Leave

(a) The following 11 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department ~~Head/~~Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following Christmas as Designated by City Manager
Independence Day	
Labor Day	Personal Day

(b) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.

(c) The Department ~~Head/~~Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is proof of sick leave abuse.

(d) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department ~~Head/~~Director.

Section 5 - Disability Leave

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Occupational Disability Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence.

An employee who is granted Occupational Disability Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave adjusted accordingly.

City's ~~Human Resources Director~~Director of Human Resources and Risk Management may approve or disapprove an employee's request for Occupational Disability Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department ~~Head~~Director, the employee, and the PMSA's Chief ~~Steward~~Delegate. In cases of negligence, an employee's disability compensation shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated disability payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal one hundred percent (100%) of the employee's regular net earnings at the time of injury for a period of nine (9) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties shall be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the injured employee's regular assigned department. Risk Management shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department ~~Head~~Director, and the ~~Director of~~Human Resources ~~Director and Risk Management~~Director of Risk Management. Upon reaching MMI or at the end of nine (9) months, whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the

employee's discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- 1) The employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) The employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) The employee shall comply with the light-duty policy as described in this Section;
- 4) The employee shall report to an authorized medical representative of the City periodically as the City may require; and
- 5) The employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of nine (9) months.

Section 6 - Funeral Leave

The ~~Human Resources Director~~City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any employee who has rendered satisfactory service with the City. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, ~~domestic partner~~ (as defined in the Broward County Domestic Partnership Act attached in ppendix F), son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

If requested, the employee shall be required to provide the Department ~~Head~~Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the City's Human Resources Director or by the City Manager. The employee's personal leave (vacation or sick) must be used for an approved extension.

Section 7 - Military Leave

Any employee who presents official orders requiring attendance for a period of training or other active duty as a member of the United States Armed Forces, the Florida National Guard or the State of Florida Reserve may be entitled to military leave of absence with pay for a period not to exceed ~~17 working days~~240 hours annually. Extended periods of military leave shall be governed by state and/or federal law.

Section 8 - Civil Leave

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee may be required to provide proof of such civil leave before

compensation is approved by the Department **Head** Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

Section 9 - Leaves of Absence Without Pay

(a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. The employee must not have used all available FMLA leave in the 12 months preceding the date on which the requested leave will begin.

FMLA leave may be taken for any one or a combination of the following: to care for the employee's child after birth; the placement of a child with the employee for adoption or foster care; to care for the employee's spouse, son, daughter or parent who has a serious health condition; for the employee's own serious health condition which makes the employee unable to perform one or more of the essential functions of the employee's job; and/or for qualified exigencies for an employee's spouse, son, daughter or parent who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement.

An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition, are limited to combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 workweeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the

serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department **Head/**Director and the Human Resources Director agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date).

The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' advance notice of his/her intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department **Head/**Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

(b) Special Leave

The Department **Head/**Director may authorize leave without pay to a regular full-time

employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same ~~step and~~ salary ~~and~~ grade previously held, although the anniversary date shall be adjusted accordingly.

~~(e)~~ **Unauthorized Absence from Duty**~~Absence Without Leave~~

An absence of an employee from duty, including any absence for a single day that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department ~~Head~~/Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries, shall separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

Article 23 - Longevity Pay

Section 1 - Longevity Pay prior to 09/30/2009

Full-time employees hired prior to September 30, 2009 were entitled to Longevity Pay according to the following schedule:

After completion of 5 years' continuous service - 2% of annual salary.
After completion of 10 years' continuous service - 4% of annual salary.
After completion of 15 years' continuous service - 6% of annual salary.
After completion of 20 years' continuous service - 8% of annual salary.
After completion of 25 years' continuous service - 10% of annual salary (minimum of \$1,000).

Section 2 - Longevity Pay on and after 09/30/2009

(a) The Longevity Pay provided in Section 1 of this Article shall be deemed "frozen" as of September 30, 2009.

(b) Full-time employees not receiving Longevity Pay pursuant to Section 1 of this Article as of September 30, 2009 shall receive Longevity Pay only as provided in Section 3 of this Article.

(c) Full-time employees receiving Longevity Pay under Section 1 of this Article as of September 30, 2009, shall continue to receive the same Longevity Pay percentage they were receiving on September 30, 2009, until such time as the Longevity Pay to which they would be entitled under Section 3 of this Article exceeds their Longevity Pay under Section 1. In such event, the employee shall begin to receive

Longevity Pay under Section 3 effective with the beginning of the first bi-weekly payroll period after his/her entitlement to payment under Section 3.

(d) Longevity Pay shall be paid bi-weekly along with an employee's standard bi-weekly earnings.

Section 3 - Longevity Pay for Employees Hired on or after 09/30/2009

Full-time employees not receiving Longevity Pay under Section 1 of this Article as of September 30, 2009 and full-time employees hired on or after September 30, 2009 shall be entitled to Longevity Pay according to the following schedule:

After completion of 10 years of service - \$1,200 annually After completion of 15 years of service - \$1,800 annually After completion of 20 years of service - \$2,400 annually After completion of 25 years of service - \$3,000 annually

Article 24 - Compensation

Section 1 - Cost of Living Adjustments

Effective October 1, 20~~14~~¹⁷, all bargaining unit employees shall ~~be ineligible for a cost of living adjustment until the parties negotiate such an increase pursuant to a successor agreement. receive a two and one-half percent (2.5%) increase to their respective base hourly rates. This pay increase will increase the minimum and maximum pay for each classification.~~

Section 2 - Merit Pay

~~Effective October 1, 2020, all bargaining unit employees shall be ineligible for merit pay until the parties negotiate such an increase pursuant to a successor agreement. Employees who are not topped out in their respective pay plans as of their anniversary dates each year will be eligible for merit pay increases each year on their anniversary date based on their performance of up to three percent (3%) per year.~~

Section 3 – Reopener

~~The Parties have the right to reopen this Agreement to address wages in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the other party with notice of its intent to do so by May 1, 2018 and May 1, 2019, respectively, and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019, respectively.~~

Section ~~33~~³⁴ - Shift Differential

FLSA Non-Exempt full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 4:00 p.m. and before 8:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually worked after

Article 25 - Education and Training

The PMSA and the City hereby agree that the Parties ~~shall attempt to collectively bargain tuition reimbursement during successor negotiations (2021-2024). have the right to reopen this Agreement to address tuition reimbursement in the second and third years of the Agreement. Should either party select to reopen the Agreement for those fiscal years, it shall provide the other party with notice of its intent to do so by May 1, 2018 and May 1, 2019, respectively, and the parties will commence bargaining over that issue by June 1, 2018 and June 1, 2019, respectively.~~

Article 26 - Entire Agreement

Section 1 - Entire Agreement

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

Section 2 - Waiver of Bargaining

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 27 - Savings Clause

Section 1 - Savings Clause

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2 - Replacement Provision

In the event of such finding, the Parties, upon the written request of the PMSA, will meet within 30 calendar days to collectively bargain under Florida Statutes Chapter 447 to fashion a replacement provision.

Article 28 - Pension Benefits

Section 1 - Pension Benefits

The City provides pension benefits for full-time employees as set forth in City Ordinance 54-331 and 54-332 (also referred to as the ICMA Plan). The ICMA Plan is a defined contribution IRS 401(a) plan to which an employee shall contribute 4% of base earnings and the City shall contribute 8% of an employee's base earnings. Normal retirement is at 62 years

of age; early retirement is at 55 years of age. Employee vesting is at 20% per year (with vesting at 100% after five [5] continuous years of City service.

Article 29 - Labor Management Committee

a) There is established a Labor Management Committee (LMC) for the purpose of fostering improved communication between the City of Deerfield Beach and the Union. The Union may appoint up to five (5) committee members or representative of the bargaining unit; however, only three (3) members may be bargaining unit employees.

b) Responsibility for chairing the meeting and taking minutes shall be the responsibility of the Union.

c) The committee shall be made up of up to five (5) members from the City of Deerfield Beach and five (5) members from the Union. Time spent at the meetings shall be counted as time worked.

d) Meetings shall be held on an as needed basis upon mutually agreement. The union shall provide agenda items at least seven (7) days in advance of the meeting. The agenda shall include a brief description of each item to be discussed.

e) Each topic will be discussed fully before proceeding to another topic. Topics requiring further study may be tabled and will be placed on the following agenda for action.

f) The Labor Management Committee shall not have the power to alter or amend the provisions of this Agreement.

Article 30 - Duration

Section 1 - Effective Dates of Agreement

This Agreement shall be effective as of October 1, 2017²⁰, and shall continue in full force and effect through September 30, 2020⁰¹.

Signature Page follows as Page 51 of 51 Pages

IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this _____ day of _____, 2017~~20~~.

For:

The Professional Managers and Supervisors Association [the PMSA or the Association]

Timothy Strowbridge ~~Sam Neimeiser~~
Staff Representative / Chief Negotiator

Vice President / Staff Representative

For:

The City of Deerfield Beach, Florida [City]

Amanda Robin
~~Chief Human Resources Officer~~
Manager
City of Deerfield Beach

~~Burgess-Hanson~~ David Santucci
Director of Human Resources and Risk Management City
City of Deerfield Beach

The Honorable Bill Ganz Mayor
City of Deerfield Beach

Reviewed for Legal Sufficiency:

~~Andrew S. Mauredis~~ Anthony Soroka, Esq.
City Attorney
City of Deerfield Beach

Appendix A

Class Title	Grade	Hourly Minimum	Hourly Maximum
ADMINISTRATIVE SUPPORT SPECIALIST	N10	18.5447	28.7441
AQUATICS MANAGER	E15	25.0517	38.8303
ASSISTANT FLEET MANAGER	E16	26.3545	42.1672
ASSISTANT P & R MANAGER	N08	16.4426	25.4858
CADD ENGINEERING TECHNICIAN	N13	22.2120	34.4288
CASE MANAGER	N12	20.9154	32.4188
COUNSELOR	N11	19.6943	30.5262
ENTERPRISE NETWORK MANAGER	E19	30.6834	49.0936
FACILITIES MANAGER	E18	29.1664	46.6668
FLEET MANAGER	E18	29.1664	46.6668
HEALTH SUPPORT MANAGER	E15	25.0517	38.8303
INFRASTRUCTURE MAINTENANCE SUPERVISOR	E15	25.0517	38.8303
LANDSCAPE ARCHITECT	E18	29.1664	46.6668
LANDSCAPE SUPERVISOR	N14	23.5891	36.5632
OFFICE SUPERVISOR	N10	18.5447	28.7441
PARKS & RECREATION MANAGER I	N11	19.6943	30.5262
PARKS & RECREATION MANAGER II	E15	25.0517	38.8303
PLANNER	E16	26.3545	42.1672
PRESCHOOL MANAGER	E15	25.0517	38.8303
RECREATION COORDINATOR	N11	19.6943	30.5262
SOLID WASTE SUPERVISOR	E15	25.0517	38.8303
TRANSPORTATION MANAGER	E15	25.0517	38.8303
WASTEWATER COLLECTION SUPERINTENDENT	E19	30.6834	49.0936
WATER DISTRIBUTION SUPERINTENDENT	E19	30.6834	49.0936

Appendix B

City of Deerfield Beach PMSA Grievance Form

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of PMSA Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Greivant, if applicable:	Signature of Steward <u>Delegate</u> , if applicable:	
<i>Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>		

Step 1 Processing - Submission

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Steward <u>Delegate</u> if applicable:
<i>The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and PMSA at each of the Steps contained in the Grievance Procedure provided in Article 12, Section 4 of the PMSA Agreement.</i>	

Step 1 Processing - Response

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Steward <u>Delegate</u> if applicable:

Step 2 Processing - Submission

Name of City's Director of Human Resources and Risk Management:	
Date & Time submitted to, & received by City's Director of Human Resources and Risk Management (or designee):	
Signature of City's Director of Human Resources and Risk Management (or designee):	
Signature of Grievant:	Signature of Steward <u>Delegate</u> if applicable:

Step 2 Processing - Response

Step 2 Grievance Answer by City's Director of Human Resources and Risk Management :	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City's Director of Human Resources and Risk Management:	
Signature of Grievant:	Signature of Steward <u>Delegate</u> , if applicable:

Step 3 Processing - Submission

Name of City Manager:	
Date & Time submitted to, & received by, City Manager (or designee):	
Signature of City Manager (or designee):	
Signature of Grievant:	Signature of Steward <u>Delegate</u> , if applicable:

Step 3 Processing - Response

Step 3 Grievance Answer by City Manager:	
Date & Time delivered to, & received by, Grievant and PMSA:	
Signature of City Manager:	
Signature of Grievant:	Signature of Steward <u>Delegate</u> , if applicable:

Step 4 Processing — Submission

If a grievance is not resolved at Step 3, PMSA (and only PMSA) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (15) work days of Grievant's receipt of the City Manager's written answer at Step 3.

Appendix C
Medical Insurance

Plan Name	Tier of Coverage	Proposed Cost Share	Employee Monthly Contributions Effective 1/1/20 <u>1</u>
Platinum	Employee Only	85/15	\$149.75
	Employee + Spouse	75/25	\$524.12
	Employee + Child(ren)	75/25	\$474.21
	Employee + Family	75/25	\$798.67
Gold	Employee Only	90/10	\$77.43
	Employee + Spouse	80/20	\$325.20
	Employee + Child(ren)	80/20	\$294.23
	Employee + Family	80/20	\$495.55
Silver	Employee Only	95/5	\$30.59
	Employee + Spouse	80/20	\$258.71
	Employee + Child(ren)	80/20	\$233.92
	Employee + Family	80/20	\$395.07

Plan Name	Tier of Coverage	Employer and Employee Combined Costs Effective 1/1/20 <u>1</u>
Platinum	Employee Only	\$998.33
	Employee + Spouse	\$2,096.49
	Employee + Child(ren)	\$1,896.84
	Employee + Family	\$3,194.67
Gold	Employee Only	\$774.29
	Employee + Spouse	\$1,626.01
	Employee + Child(ren)	\$1,471.15
	Employee + Family	\$2,477.74
Silver	Employee Only	\$611.83
	Employee + Spouse	\$1,293.57
	Employee + Child(ren)	\$1,169.62

	Employee + Family	\$1,975.33
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Appendix D
Dental Insurance

Coverage Tier	Total Premium Cost	Employee Cost
Employee Only	\$37.20	\$1.72
Employee + Spouse	\$74.40	\$18.89
Employee + Children	\$81.60	\$22.21
Employee + Family	\$86.32	\$24.39

Appendix E
Vision Insurance

Tier	Total Premium Cost	Employee Cost
Employee	\$ 2.01	\$ 1.00
Employee Spouse +	\$ 4.32	\$ 2.59
Employee Child/ren +	\$ 4.71	\$ 2.83
Family	\$ 7.00	\$ 4.20

Appendix F

Broward County Domestic Partnership Act

ARTICLE VIII. - DOMESTIC PARTNERSHIP ACT^[3]

Footnotes:

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Editor's note— Ord. No. 2002-20, § 53, adopted May 28, 2002, renumbered from Art. VI as Art. VIII.

Sec. 16½-150. - Title.

Article VI of this chapter may be cited as the "Broward County Domestic Partnership Act of 1999."

(Ord. No. 1999-03, § 1, 1-26-99)

Sec. 16½-151. - Findings; construction.

- (a) The Broward County Board of County Commissioners finds that there are many individuals who establish and maintain a significant personal, emotional, and economic relationship with another individual. Individuals forming such domestic partnerships often live in a committed family relationship. Domestic partners are often denied public and private sector benefits because there is no established system for such relationships to be registered and/or recognized. In addition, because of the status of their relationship, domestic partners in many cases are not extended certain employment benefits that are otherwise made available to other employees.
- (b) The Broward County Board of County Commissioners finds that employment benefits form an essential portion of the compensation provided to employees. In fact, the U.S. Census Bureau has estimated that over 30 percent of all compensation paid to employees is provided in the form of benefits. The importance of benefits to employees has been underscored by a 1994 Employee Benefit Research which survey found that 67 percent of employees would prefer to return a portion of their cash salary rather than any portion of their benefit program.
- (c) The Broward County Board of County Commissioners acknowledges that in 1994 over 3 million Americans identified themselves as living in a domestic partnership. As a result, employers have begun to provide domestic partner benefits in greater numbers.
- (d) The Broward County Board of County Commissioners finds that the provision of domestic partner benefits promotes employee recruitment, employee retention, and employee loyalty. Furthermore, the provision of such benefits promotes fairness and serves to address the discriminatory effect of practices which deny such benefits solely upon the basis of an employee's familial or marital status.
- (e) The provisions of this act shall be liberally construed to promote the public safety, health, and general welfare of the residents of Broward County and to further the general policies and purposes stated in this act. However, this act shall not be construed to supersede any federal, or state, or county laws or regulations, nor shall this act be interpreted in a manner as to bring it into conflict with federal, or state, or county laws. The rules developed to implement the provisions of this act shall be liberally construed to accomplish the policies and purposes stated in this act.

(Ord. No. 1999-03, § 2, 1-26-99; Ord. No. 1999-18, § 1, 4-27-99)

Sec. 16½-152. - Definitions.

For purposes of this Act:

- (a) *Business* means any corporation, partnership, sole proprietorship, firm, joint stock company, joint venture, or other private legal entity, except governmental entities, not-for-profit corporations, or charitable organizations.
- (b) *Competitive solicitation* means any bid, request for proposal, request for letters of interest, or any other method of procurement utilized by Broward County.

- (c) *Contract* means all types of binding agreements between Broward County and a Contractor for goods or services valued at over \$100,000.
 - (d) *Contractor* means any business that has five (5) or more employees and is awarded one or more contracts by Broward County.
 - (e) *County employee* means active or retired employees of Broward County, Florida, who are eligible for benefits pursuant to federal, state, or county laws, county administrative rules, or collective bargaining agreements.
 - (f) *Declaration of Domestic Partnership* means a sworn form under penalty of perjury, which certifies that said individuals meet the requirements of a domestic partnership relationship as described in section 16½-153.
 - (g) *Domestic Partners* means only two adults who are parties to a valid domestic partnership relationship and who meet the requisites for a valid domestic partnership relationship as established pursuant to section 16½-153.
 - (h) *Dependent* means a person who resides within the household of a domestic partner and is:
 - (1) A biological, adopted, or foster child of a domestic partner;
 - (2) A dependent of a domestic partner as defined by Internal Revenue Service (IRS) regulations; or
 - (3) A ward of a domestic partner as determined in a guardianship or other legal proceeding.
 - (i) *Dependent of domestic partner or dependent of employee*, as used with regard to domestic partnership benefits, pursuant to section 16½-156, means a person who is eligible for coverage under the County's insurance plans.
 - (j) *Jointly Responsible* means each domestic partner mutually agrees to provide for the other partner's basic food and shelter living expenses while the domestic partnership relationship is in effect, except that partners need not contribute equally or jointly to said basic food and shelter.
- (Ord. No. 1999-03, § 3, 1-26-99; Ord. No. 1999-18, § 2, 4-27-99; Ord. No. 2011-26, § 1, 11-8-11; Ord. No. 2015-42, § 1, 10-13-15)

Sec. 16½-153. - Registration of a domestic partnership relationship.

- (a) A valid domestic partnership relationship may be registered by two persons, who are domiciled in Broward County or are, otherwise, subject to the provisions of this article, by filing a declaration of domestic partnership with the Broward County Records, Taxes, and Treasury Division, which declaration shall comply with all requirements for establishing such domestic partnership. Upon payment of any required fees, the county clerk shall file the declaration of domestic partnership and issue a certificate reflecting the registration of the domestic partnership relationship in Broward County.
- (b) A declaration of domestic partnership shall contain the name and address of each domestic partner and the signature of each partner, and each partner shall swear or affirm under penalty of perjury that:
 - (1) Each person is at least eighteen (18) years old and competent to contract;
 - (2) Neither person is in a marriage recognized by the state of Florida nor a partner to another domestic partnership relationship;
 - (3) Neither partner is related to the other by blood;
 - (4) Consent of either person to the domestic partnership relationship has not been obtained by force, duress, or fraud; and
 - (5) Each person agrees to be jointly responsible for each other's basic food and shelter.
- (c) To register a domestic partnership, in addition to the declaration of domestic partnership, at least one (1) of the following documents showing the same address for both domestic partners must be presented to the County:

- (1) A current mortgage, deed, or lease;
 - (2) A current driver's license or other government-issued photograph identification;
 - (3) Most recent tax returns;
 - (4) Current utility bill;
 - (5) Current joint bank account; or
 - (6) Current designation as a health care surrogate.
- (d) Any partner to a domestic partnership may file an amendment to the domestic partnership certificate issued by the County Records, Taxes and Treasury Division to reflect a change in his or her legal name.
- (e) No person who has entered into a domestic partnership relationship may enter into a new domestic partnership until thirty (30) days after the termination of a previous domestic partnership relationship.

(Ord. No. 1999-03, § 4, 1-26-99; Ord. No. 1999-18, § 3, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 1, 12-10-13; Ord. No. 2015-42, § 2, 10-13-15)

Sec. 16½-154. - Termination of registered domestic partnership relationship.

- (a) Either partner to a registered domestic partnership relationship may terminate such relationship by filing a notarized declaration of termination of domestic partnership relationship with the County Records, Taxes, and Treasury Division. Upon the payment of the required fee, the county clerk shall file the declaration and issue a certificate of termination of domestic partnership relationship to each partner of the former relationship. The termination shall become effective thirty (30) days from the date the certificate of termination is issued.
- (b) If any partner to a domestic partnership relationship enters into a legal marriage, recognized by the state of Florida, the domestic partnership relationship shall terminate automatically, and all rights, benefits, and entitlements thereunder shall cease as of the effective date of the marriage. The marrying domestic partner shall file a declaration terminating the domestic partnership relationship within ten (10) days after entering into a legal marriage that is recognized by the state of Florida.
- (c) The death of either domestic partner shall automatically terminate the domestic partnership relationship.

(Ord. No. 1999-03, § 5, 1-26-99; Ord. No. 1999-18, § 4, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10; Ord. No. 2013-42, § 2, 12-10-13)

Sec. 16½-155. - Maintenance of records; filing fees.

- (a) The Broward County Records, Taxes, and Treasury Division shall, by administrative rule, prescribe the form of all declarations, amendments, and certificates required to be filed under this act. The Records, Taxes, and Treasury Division shall maintain a record of all declarations, amendments, and certificates filed pursuant to this act. The records shall be maintained so that all declarations, amendments, and certificates shall be filed with the registered domestic partnership to which they apply.
- (b) Filing Fees. The County Administrator is authorized to establish fees for the filing of any declarations, amendments, and the issuance of any certificates required by this act, subject to the approval of the County Commission. The fees shall be included within the Broward County Administrative Code. Any fees established under this section shall be sufficient to cover costs of administering the provisions of this article.

(Ord. No. 1999-03, § 6, 1-26-99; Ord. No. 1999-18, § 5, 4-27-99; Ord. No. 2010-10, § 13, 2-23-10)

Sec. 16½-156. - County employees; extension of benefits.

- (a) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to elect insurance coverage for his or her domestic partner or a dependent of such domestic partner on the same basis in which any County employee may elect insurance coverage for his or her spouse or dependents. A County employee's right to elect insurance coverage for his or her domestic partner, or the partner's dependent, shall extend to all forms of insurance provided by the County to the spouses and dependents of County employees, unless such coverage is prohibited by state or federal law. All elections of coverage shall be made in accordance with the requirements of applicable county ordinances, administrative rules, and county policies. However, in no event shall an employee make an election for coverage of a domestic partner more than two times in a plan year.
- (b) Any County employee who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to use all forms of leave provided by the County including, but not limited to, sick leave, annual leave, family illness leave and bereavement leave to care for his or her domestic partner or the dependent of the domestic partner as applicable. The use of leave authorized in this section shall be consistent with the applicable requirements in county ordinances, administrative rules, and county policies.
- (c) Unless prohibited by state or federal law, all other benefits available to the spouses and dependents of County employees shall be made available on the same basis to the domestic partner, or dependent of such domestic partner, of a County employee who is a party to a registered domestic partnership relationship pursuant to section 16½-153 of this act.
- (d) The County Administrator is authorized to take all actions necessary to implement the provisions of this section by no later than January 1, 2000.

(Ord. No. 1999-03, § 8, 1-26-99; Ord. No. 1999-18, § 7, 4-27-99)

Sec. 16½-157. - County contractors providing equal benefits for domestic partners.

- (a) *Contractor Offering Benefits.* Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Benefits include the types of benefits described in section 16½-156 of this Act.
- (b) *Certification of Contractor.* As part of the competitive solicitation and procurement process a Contractor seeking a Contract covered by paragraph (a) above shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. The certification shall be in writing and signed by an authorized officer of the Contractor. Failure to provide such certification shall result in a Contractor being deemed non-responsive.
- (c) *Exceptions to Contractor Offering Benefits.* The provisions of this section shall not apply where:
 - (1) The Contractor does not provide benefits to employees' spouses;
 - (2) The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner rather than providing benefits to the employee's Domestic Partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - (3) The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

- (4) The Contractor is a governmental agency;
- (5) More than one response to a competitive solicitation is received, but the responses indicates that none of the prospective vendors can comply with the requirements of this section;
- (6) The provisions of this section would violate the laws, rules, or regulations of federal or state law (for example, section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act);
- (7) The provisions of this section would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or the State of Florida; or
- (8) The Board waives the requirements of this section in the best interests of the County.
- (d) *Contracts.* Every Contract, unless otherwise exempt from this section, shall contain language that obligates the Contractor to comply with the applicable provisions of this section. The Contract shall include provisions for the following:
 - (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
 - (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the County to pursue any remedy stated below or any remedy provided under applicable law.
 - (iii) The County may terminate the Contract if the Contractor fails to comply with this section.
 - (iv) The County may retain all monies due or to become due until the Contractor complies with this section.
 - (v) The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Chapter 21 of the Broward County Administrative Code.
- (e) *Applicable Dates.* This section shall be applicable to Contracts awarded pursuant to competitive solicitations issued after the effective date of this ordinance.

(Ord. No. 1999-03, § 9, 1-26-99; Ord. No. 1999-18, § 8, 4-27-99; 2011-26, § 2, 11-8-11)

Sec. 16½-158. - Visitation to licensed facilities.

- (a) If a health care facility or any licensed residential facility restricts the visitors of a patient or resident, the facility shall permit the patient or resident to name those individuals whom he or she wishes to visit, including any domestic partner, or any children or family member of such domestic partner, unless:
 - (1) No visitors are allowed; or
 - (2) The facility, in its sole discretion, decides that the presence of a particular individual named by the patient or resident would endanger the health or safety of a patient or a resident, or would endanger the primary operations of the facility.
- (b) If a patient or resident has not made the designation provided for in paragraph (a), the facility shall permit the patient or resident's domestic partner, the children of the domestic partner, and any other family member of the patient or resident's domestic partner, to visit, unless one of the exceptions described in paragraph (a)(1) or (a)(2) applies.
- (c) A domestic partner of a patient or resident shall have the same rights as would a spouse or other family member with respect to visitation. A domestic partner of a patient or resident shall be authorized to make health care decisions for the patient or resident to the extent that the patient or resident has specifically granted the domestic partner the authority to act as their health care proxy on the declaration of domestic partnership and has not executed a subsequent valid power of attorney for health care or a health care surrogate designation providing otherwise.

(Ord. No. 1999-03, § 10, 1-26-99; Ord. No. 1999-18, § 9, 4-27-99; Ord. No. 2020-21, § 1, 5-19-20)

Case law annotation—Subsection (c) of section 16½-158 of the Broward County Code has been found to be invalid and severable by the Florida Fourth District Court of Appeal in the case of *Lowe v. Broward County*, 766 So. 2d 1199 (Fla. 4th DCA 2000).

Sec. 16½-159. - Health care surrogate designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as health care surrogate of his or her domestic partner pursuant to Chapter 765, pt. II, F.S. (§ 765.201, F.S. et seq.) and a person so designated shall have the right to make health care decisions on behalf of his or her domestic partner; to provide, withhold, or withdraw consent on behalf of his or her domestic partner; to apply for public benefits to defray the cost of health care; and to authorize the admission to, or transfer from, a health care facility. No person designated as a health care surrogate shall be denied or otherwise be defeated in serving as a health care surrogate based solely upon his or her status as the domestic partner of the partner on whose behalf health care decisions are to be made.

(Ord. No. 1999-03, § 11, 1-26-99; Ord. No. 1999-18, § 10, 4-27-99)

Sec. 16½-160. - Preneed guardian designation.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall have the same right as any other individual to be designated as a preneed guardian pursuant to § 744.3045, F.S. and to serve in such capacity in the event of his or her declarant domestic partner's incapacity. A domestic partner shall not be denied or otherwise be defeated in serving as the plenary guardian of his or her domestic partner or the partner's property, under the provisions of Chapter 744, F.S. to the extent that the incapacitated partner has not executed a valid preneed guardian designation, based solely upon his or her status as the domestic partner of the incapacitated partner.

(Ord. No. 1999-03, § 12, 1-26-99; Ord. No. 1999-18, § 11, 4-27-99)

Sec. 16½-161. - Visitation rights at county correctional and juvenile detention facilities.

Any person who is a party to a registered domestic partnership relationship, pursuant to section 16½-153 of this act, shall be entitled to visit his or her domestic partner, or other family member of the domestic partner, who is an inmate at a county correctional facility or a juvenile detention facility, upon the same terms and conditions under which visitation is afforded to spouses, children, or parents of inmates. Visitation rights provided by this section shall extend to any children of the domestic partners, and the domestic partners of an inmate's parents or children.

(Ord. No. 1999-03, § 13, 1-26-99; Ord. No. 1999-18, § 12, 4-27-99)

Sec. 16½-162. - Notification of family members.

In any situation providing for mandatory or permissible notification of family members, including notification of family members in an emergency, or when permission is granted to inmates to contact family members, "notification of family" shall include domestic partners.

(Ord. No. 1999-03, § 14, 1-26-99; Ord. No. 1999-18, § 13, 4-27-99)

Sec. 16½-163. - Funeral and burial decisions.

Registration as a domestic partner under this Act shall be considered to be written inter vivos authorization and direction by the decedent to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes as a legally authorized person pursuant to Chapter 497, Florida Statutes, if the decedent specifically elects to grant such authority on the declaration of domestic partnership. Such authority shall survive the automatic termination of the domestic partnership provided for in Section 16½-154(c) due to the death of a domestic partner. If the decedent provides conflicting written inter vivos authorization and directions that are dated after the declaration of domestic partnership, the later dated authorizations and directions shall control.

(Ord. No. 2015-42 , § 3, 10-13-15)

Sec. 16½-164. - Reciprocity.

A domestic partnership lawfully entered into in another jurisdiction shall be entitled to all the rights and benefits available to domestic partners registered pursuant to this Act. A certificate or other official document of such domestic partnership issued by another jurisdiction shall constitute sufficient proof of entitlement to such rights and benefits. However, a domestic partner who seeks to have his or her domestic partner direct the disposition of the decedent's body for funeral, burial, or cremation purposes, pursuant to Section 16½-163, must register as a domestic partnership under this Act, or provide proof of valid inter vivos designation of the partner as the person authorized to make such decisions.

(Ord. No. 2015-42 , § 4, 10-13-15) Sec. 16½-165. - Participation in education.

- (a) To the extent allowed by federal and state law, and subject to the policies of the School Board of Broward County, Florida, and any applicable court orders or agreements, a domestic partner shall have the same rights as a biological parent to participate in the education of a dependent of his or her domestic partner in all schools located within Broward County, if his or her domestic partner specifically elects to grant such a right on the declaration of domestic partnership.
- (b) The term "school" includes, but is not limited to, private or public elementary schools, junior high and middle schools, secondary schools, high schools, vocational schools, preschool programs, after-school programs, and day care programs.
- (c) This section shall not apply to a school operated, supervised, or controlled by a religious organization, association, or society.

(Ord. No. 2015-42 , § 5, 10-13-15)



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-619

Agenda Date: 10/6/2020

Status: COMMENTS BY
ADMINISTRATION & LEGAL

In Control: City Commission

Title

Update regarding the reinstatement of late fees and disconnection for the utility billing program.

Background/History

Since March 2020, late fees and disconnects for Utilities water service have been suspended due to COVID-19 emergency response and its impact on the economic environment.

Current Activity

As the City of Deerfield Beach begins entering the State's Phase II re-opening, we are proposing the attached plan to reinstate late fees and disconnects.

Utility assistance is available to City residents who have been financially impacted by COVID-19 through the Community Development Block Grant Coronavirus funds. Assistance will be provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$1,000 of grant assistance.

Staff is working to create a flyer which would be included in the utility bills.



TO: David Santucci, City Manager

From: Stephanie Tinsley, CPA; Chief Financial Officer

CC: Angelia Adediran, Assistant City Manager; Tom Good, Assistant City Manager;
Kim Bunting, Fiscal Services Manager; Faye Webster, Utilities Billing Supervisor

Date: September 23, 2020

Re: Proposed Plan to Reinstate Late Fees and Disconnects

Since March 2020, late fees and disconnects for Utilities water service were suspended due to COVID-19 emergency response and its impact on the economic environment. As the City of Deerfield Beach begins entering the State's Phase II re-opening, we are proposing the following plan to reinstate late fees and turnoffs with the consideration of limiting disconnects until January as follows:

- 1) Public awareness campaign through utility bills and through Public Affairs and Marketing Office of the resumption of late fees and disconnects plan.
- 2) Late fees may begin with the October statements if the following conditions are not met:
 - a. Past due balance paid in full; or
 - b. Establish a repayment plan (not to exceed 12 months).
- 3) Disconnections will resume in January. However, customers can avoid disconnect by reducing their outstanding balance to less than \$40 by December.

The City has approximately 13,000 active accounts and the monthly billing is approximately \$3.1 million. As of early September, approximately 1,500 or 11.5% of active accounts are in delinquency with a combined past due amount of \$654,000 (on July 2, it was \$761,000). Typically, 10% of active accounts are in delinquency with an approximate past due amount of \$500,000.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-602

Agenda Date: 10/6/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving free admission to the International Fishing Pier for active first responders every year on September 11th; authorizing amendment to the appropriate fee schedule to the extent required; providing for 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

On November 13, 2018, the City Commission adopted Resolution No. 2018/186 providing for free admission to the International Fishing Pier for active and retired military personnel on Veteran's Day, Memorial Day, and September 11th.

Current Activity

The City of Deerfield Beach recognizes the sacrifices that our first responders made on September 11, 2001 and would like to provide free admission to the International Fishing Pier to active first responders on September 11th. First Responders includes law enforcement, fire, and emergency medical services personnel.

Recommendation

Staff recommends the approval of free admission to the International Fishing Pier for active first responders on September 11th.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING FREE ADMISSION TO THE INTERNATIONAL FISHING PIER FOR ACTIVE FIRST RESPONDERS EVERY YEAR ON SEPTEMBER 11TH; AUTHORIZING AMENDMENT TO THE APPROPRIATE FEE SCHEDULE TO THE EXTENT REQUIRED; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) would like to provide free admission to the International Fishing Pier for active first responders every year on September 11th; and

WHEREAS, active first responders consist of active law enforcement, fire, and emergency medical services personnel (collectively, “First Responders”); and

WHEREAS, Section 50-113(g) of the City Code authorizes the City Commission to set the daily charge for use of the International Fishing Pier by resolution; and

WHEREAS, staff recommends approval of free admission to the International Fishing Pier for First Responders every year on September 11th; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve free admission to the International Fishing Pier for First Responders every year on September 11th.

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 free admission for First Responders every year on September 11th.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including adjustment of the applicable fee schedule as necessary.

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-621

Agenda Date: 10/6/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, creating the African American Heritage Board in accordance with Section 3.12(2) of the City Charter; 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

Each year the Department of Parks and Recreation hosts a number of community events that revolve around African American history and heritage. Over the past couple of years community volunteers have assisted staff in planning the events to help ensure the events' success.

Current Activity

With the continued growth of these events and the community support, the Department of Parks and Recreation would like to establish the African American Heritage Board, a special purpose limited advisory board, to provide recommendations to the City for events to celebrate and promote African American history and heritage, included but not limited to Martin Luther King, Jr. Day, Juneteenth and Black History Month.

This board will consist of five (5) appointed members and two (2) alternates who are residents of the City and will serve two (2) year terms. The board will make recommendations to the City regarding the arrangements of the above mentioned events as well as expenditures in conjunction with these events.

The African American Heritage Board will sunset on September 30, 2022.

Recommendation

The Department of Parks and Recreation recommends the approval of the African American Heritage Board.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, CREATING THE AFRICAN
AMERICAN HERITAGE BOARD IN ACCORDANCE WITH SECTION
3.12(2) OF THE CITY CHARTER; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, each year the Department of Parks and Recreation hosts community events that revolve around African American history and heritage; and

WHEREAS, over the past couple of years community volunteers have assisted staff in planning the events to help ensure the events' success; and

WHEREAS, Section 3.12(2) of the City Charter allows for the creation of special purpose limited time advisory boards, whose purpose is solely to advise the City Commission on an item of a special nature and whose creation is for a stated period of time at the end of which time the board will no longer exist; and

WHEREAS, the City Commission desires to establish a board for the purpose of providing recommendations to the City for events to celebrate and promote African American history and heritage on a limited time basis to give the City the opportunity to explore the possibility of establishing a permanent board; and

WHEREAS, in accordance with Section 3.12(2) of the City Charter, the City Commission desires to create the African American Heritage Board (the "Board"), for the purpose of providing recommendations to the City for events to celebrate and promote African American history.

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 creates the African American Heritage Board in accordance with Section 3.12(2) of the City Charter.

Section 3. The powers and duties of the African American Heritage Board shall be as follows:

- a) The Board is empowered to provide recommendations and input to the City Commission for events recognizing and celebrating African American history relating to Martin Luther King Jr. Day, Juneteenth, and Black History Month. The Board shall make recommendations with the inclusion of, and celebration by, the entire community in mind.

- b) The Board may make recommendations to the City regarding the arrangement of the events, including but not limited to the distribution of tickets and general promotion of the events, but shall not be empowered to contract for such events.
- c) The Board may recommend various expenditures that may be incurred in connection with the events, but shall not have the authority to expend funds. Such expenditures shall only be incurred upon prior approval of the City Manager or City Commission, as applicable.

Section 4. The Board shall be composed of five members and two alternate members. Each member shall serve without compensation. The District 2 Commissioner shall appoint each member, subject to approval by a majority of the City Commission. Board members shall be residents of the City and shall serve two-year terms. A member may be removed from the Board with or without cause by the District 2 Commissioner. A minimum of three Board members shall constitute a quorum. Minutes and records shall be kept of all meetings of the Board and all meetings shall be public.

Section 5. The African American Heritage Board shall sunset on September 30, 2022.

Section 6. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 7. 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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-633

Agenda Date: 10/6/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, opposing the Proposed County Charter Amendment that purports to Preempt Municipal Home Rule Authority for zoning and other regulations on county owned or leased property within municipal boundaries; authorizing the joining of the lawsuit filed by the City of Weston against Broward County seeking to remove the Proposed Charter Amendment from the November 2020 Ballot; authorizing the expenditure of \$2,500 to join the lawsuit; providing for implementation and an effective date. *(Funds from Account #606-0900-519-37-70 - General Liability - Legal)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 4/5 vote of the City Commission

Fiscal Impact

Costs: \$2,500

Account Name: General Liability - Legal

Account Number: 606-0900-519-37-70

Background/History

On November 6, 2018, the voters of Broward County approved a transportation surtax of one percent on all taxable transactions in Broward County to be used only for authorized transportation and transit purposes as set forth in Sections 212.054 and 212.055(1), Florida Statutes.

On August 20, 2020, the Board of County Commissioners of Broward County adopted Resolution 2020-361, which places a referendum question on the November 3, 2020 ballot to amend the County Charter that purports to preempt municipal home rule authority for zoning and other regulations on the use of County owned or leased property within municipal boundaries that are used for surtax-funded transportation projects (the "Proposed Amendment"). Broward County Resolution 2020-361 places the following ballot question (the "Ballot Question") on the November 3, 2020 ballot:

COUNTY REGULATION OF THE DEVELOPMENT OF SURTAX-FUNDED TRANSPORTATION IMPROVEMENTS ON COUNTY PROPERTY

To facilitate implementation of surtax-funded improvements to the countywide transportation system, shall the Broward County Charter be amended to provide that County ordinances regulating the development, including zoning, permitting, construction, operation, or

administration, of transportation improvement projects that are (1) on County-owned or County-leased property and (2) funded in whole or in part with proceeds from the transportation surtax approved by the County's voters in 2018, prevail over conflicting Municipal ordinances?"

YES: _____

NO: _____

Under the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers. Broward County has worked alongside the City and other cities in the County to repeatedly fight to protect local governments' home rule power. Section 11.01 of the County Charter provides that municipal ordinances generally prevail over conflicting County ordinances within municipal boundaries, except for limited areas (environmental standards, land use, and ethics). The Proposed Amendment would add an additional exception to municipal home rule for surtax-funded transportation improvements on County property. The County creating an additional exemption to municipal authority undermines the Home Rule power of the City and all municipalities in Broward County.

Under Florida Law, a ballot question must be a summary not exceeding 75 words in length, that provides fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot. A ballot question is defective if it fails to fairly inform voters of the chief purpose of the amendment or misleads the voters or if it contains a political rhetoric.

Current Activity

On September 17, 2020, the City of Weston filed a lawsuit against the County and the Supervisor of Elections challenging the Ballot Question (the "Lawsuit"). The Lawsuit provides that the Ballot Question is defective because, among other things, it contains political rhetoric and is misleading. The first twelve words of the Ballot Question ("To facilitate implementation of surtax-funded improvements to the countywide transportation system") constitute political rhetoric because that language does not advise the voter of the substance of the amendment but rather gives the voter a reason to vote for the amendment. Additionally, the Lawsuit provides that the first twelve words of the Ballot Question are misleading because they suggest that the only time the County would have the newly created preemptive power over municipal zoning and other regulatory authority would be for improvements to the "countywide" transportation system, even though the actual amendment does not use the term "countywide" to limit the preemption, and would instead give the County the preemptive authority for any project utilizing surtax funding (in whole or in part), including projects that may not improve the "countywide" transportation system.

The City believes that voters should be properly and fairly advised of the proposed amendment and should not be misled into voting for the amendment by misleading, politically biased language in the Ballot Question. In order to join the Lawsuit, a contribution of at least \$2,500 is required.

Recommendation

Approval is recommended.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, OPPOSING THE PROPOSED COUNTY CHARTER AMENDMENT THAT PURPORTS TO PREEMPT MUNICIPAL HOME RULE AUTHORITY FOR ZONING AND OTHER REGULATIONS ON COUNTY OWNED OR LEASED PROPERTY WITHIN MUNICIPAL BOUNDARIES; AUTHORIZING THE JOINING OF THE LAWSUIT FILED BY THE CITY OF WESTON AGAINST BROWARD COUNTY SEEKING TO REMOVE THE PROPOSED CHARTER AMENDMENT FROM THE NOVEMBER 2020 BALLOT; AUTHORIZING THE EXPENDITURE OF \$2,500 TO JOIN THE LAWSUIT; WAIVING THE CONFLICT RESOLUTION PROCEDURES SET FORTH IN CHAPTER 164; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, on November 6, 2018, the voters of Broward County approved a transportation surtax of one percent on all taxable transactions in Broward County to be used only for authorized transportation and transit purposes as set forth in Sections 212.054 and 212.055(1), Florida Statutes; and

WHEREAS, the City is supportive of traffic improvements to improve both local and regional transportation, so long as it is done cooperatively between the County and the municipalities and with due respect for the home rule authority of municipalities; and

WHEREAS, municipal elected officials are the closest to the residents and are best situated to determine the proper location for transportation improvements within their boundaries; and

WHEREAS, residents are able to vote for all members of the City Commission, while they can only vote for one member of the County Commission; and

WHEREAS, on August 20, 2020, the Board of County Commissioners of Broward County adopted Resolution 2020-361, which places a referendum question on the November 3, 2020 ballot to amend the County Charter that purports to preempt municipal home rule authority for zoning and other regulations on the use of County owned or leased property within municipal boundaries that are used for surtax-funded transportation projects (the “Proposed Amendment”); and

WHEREAS, Broward County Resolution 2020-361 places the following ballot question (the “Ballot Question”) on the November 3, 2020 ballot:

**COUNTY REGULATION OF THE DEVELOPMENT OF SURTAX-FUNDED
TRANSPORTATION IMPROVEMENTS ON COUNTY PROPERTY**

To facilitate implementation of surtax-funded improvements to the countywide transportation system, shall the Broward County Charter be amended to provide that County ordinances regulating the development, including zoning, permitting, construction, operation, or administration, of transportation improvement projects that are (1) on County-owned or County-leased property and (2) funded in whole or in part with proceeds from the transportation surtax approved by the County’s voters in 2018, prevail over conflicting Municipal ordinances?”

YES: _____

NO: _____

WHEREAS, under the Florida Constitution and Section 166.021, Florida Statutes, municipalities are given broad home rule powers; and

WHEREAS, Broward County has worked alongside the City and other cities in the County to repeatedly fight to protect local governments’ home rule power; and

WHEREAS, Section 11.01 of the County Charter provides that municipal ordinances generally prevail over conflicting County ordinances within municipal boundaries, except for limited areas (environmental standards, land use, and ethics); and

WHEREAS, the Proposed Amendment would add an additional exception to municipal home rule for surtax-funded transportation improvements on County property; and

WHEREAS, the County creating an additional exemption to municipal authority undermines the Home Rule power of the City and all municipalities in Broward County; and

WHEREAS, under Florida Law, a ballot question must be a summary not exceeding 75 words in length, that provides fair notice of the content of the proposed amendment so that the voter will not be misled as to its purpose, and can cast an intelligent and informed ballot; and

WHEREAS, a ballot question is defective if it fails to fairly inform voters of the chief purpose of the amendment or misleads the voters; and

WHEREAS, a ballot question is also defective if it contains political rhetoric; and

WHEREAS, the Ballot Question is defective because, among other things, it contains political rhetoric and is misleading; and

WHEREAS, the first twelve words of the Ballot Question (“To facilitate implementation of surtax-funded improvements to the countywide transportation system”) constitute political rhetoric because that language does not advise the voter of the substance of the amendment but rather gives the voter a reason to vote for the amendment; and

WHEREAS, the first twelve words of the Ballot Question are also misleading because they suggest that the only time the County would have the newly created preemptive power over

municipal zoning and other regulatory authority would be for improvements to the “countywide” transportation system, even though the actual amendment does not use the term “countywide” to limit the preemption, and would instead give the County the preemptive authority for any project utilizing surtax funding (in whole or in part), including projects that may not improve the “countywide” transportation system; and

WHEREAS, the voters should be properly and fairly advised of the proposed amendment and should not be misled into voting for the amendment by misleading, politically biased language in the Ballot Question; and

WHEREAS, on September 17, 2020, the City of Weston filed a lawsuit against the County and the Supervisor of Elections (Case No. CACE 20-015373(08)) challenging the Ballot Question (the “Lawsuit”); and

WHEREAS, the City Commission opposes the Ballot Question as an infringement on the City’s Home Rule Authority and supports the Lawsuit; and

WHEREAS, the City Commission deems it to be in the best interests of the City to join the Lawsuit to challenge the Ballot Question and authorize the expenditure of \$2,500 for the Lawsuit.

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 opposes the Ballot Question as an infringement on the City’s Home Rule Authority.

Section 3. The City Commission authorizes the City to join the Lawsuit and authorizes the expenditure of \$2,500 for the Lawsuit to be paid to the City of Weston to cover a portion of the expense.

Section 4. The City Commission finds, by no less than a three-fourths vote, that significant legal rights will be compromised if a court proceeding does not take place before the provisions of the Florida Government Conflict Resolution Act are complied with. The City determines that no notice or public meeting or other proceeding shall be required before a court proceeding is initiated against Broward County.

Section 5. The City Attorney and City Manager or designee are authorized to take all necessary steps to join the Lawsuit and implement the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK