



Regular City Commission Meeting Agenda

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

Mayor Bill Ganz

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday
May 4, 2021
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: April 6, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

African American Heritage Board Meeting Minutes

Attachment: December 8, 2020, December 22, 2020, January 12, 2021, February 11, 2021, March 17, 2021

Community Redevelopment Agency Meeting Minutes

Attachment: March 10, 2021

Community Appearance Board Meeting Minutes

Attachment: March 24, 2021

Code Compliance Meeting Minutes

Attachment: February 9, 2021, March 9, 2021

APPROVAL OF THE AGENDA

May 4, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89829908832?pwd=SzRUOFNlVldlRkR6SIFpc004OU51Zz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (253) 215-8782

Meeting ID: 898 2990 8832#

Participant ID: #

Passcode: 643986#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to social distancing protocols, face covering requirements and temperature checks upon entry:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Gerald Behan for over 20 years of service as the President of the Friends of the Arboretum.

Sponsor: Department of Parks & Recreation

2. **Certificate of Recognition presented to the Learning Experience for their dedication to the City of Deerfield Beach for conducting a community cleanup to celebrate Earth Day.**

Sponsor: Department of Sustainable Management

3. **Proclamation presented to Deerfield Beach Employees in recognition of Public Service Week.**

Sponsor: Department of Human Resources

4. **Proclamation presented to Samantha Gillyard, City Clerk, in recognition of Municipal Clerk's Week.**

Sponsor: Office of the City Manager

QUASI-JUDICIAL PUBLIC HEARINGS

5. **P.H. 2021-057: APPLICATION NO. 02-12-12 Rev. 2 (J&A Waste Corporation)**

Applicant: A&J Storage, Inc./J&A Holding Group, Inc. represented by represented by Fred Stacer and Gustavo Carbonell

Proposal: Major site plan application seeking approval to expand the existing waste collection and recycling facility and construct accessory offices.

Location: The property is generally described as several parcels of land on PARCEL A YORK CHASE RONTO INDUSTRIAL PLAT PB123, PG 5 more particularly described in the file, and located at 1810 SW 42nd Way

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: J&A Waste Corporation

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENTS

- 6. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Harry Belton and Jack Hugentugler II as regular members to the Community Appearance Board; 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 Bernie Parness and Commissioner Todd Drosky

Attachment: Community Appearance Board Reappointments

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Joseph Mendes and Karen Shelly as regular members to the Deerfield Beach Education Advisory Board; 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 Bernie Parness and Mayor Bill Ganz

Attachment: Education Advisory Board Reappointments

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Clem "Butch" Santy and Sally Ling to the Historic Preservation Board; 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 Bernie Parness and Commissioner Todd Drosky

Attachment: Historic Preservation Board Reappointments

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Katherine Hendrickson and Melvin Nass as regular members and Chauncey Chapman as an alternate member to the Deerfield Beach Marine Advisory Board; 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 Bernie Parness, Commissioner Todd Drosky and Mayor Bill Ganz

Attachment: Marine Advisory Board Reappointments

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ashley Santy as a member of the Public Art Program Committee; 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 Bernie Parness

Attachment: Public Art Program Committee Appointment

11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the Election results for members to the Board of Trustees of the Municipal Firefighter's Pension Trust Fund; providing an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Board of Trustees Firemen's Pension Election Results

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until June 17, 2021; authorizing the City Manager to take appropriate actions; providing an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Attorney

Attachment: State of Local Emergency Extension

13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback agreement with Government Services Group, Inc. for American Rescue Plan Act Assistance Services utilizing the State of Florida, Department of Management Services State Term Contract #80101500-20-1 in an amount not to exceed \$49,000 for Phase 1 of the services; providing for execution and an effective date. (*Funds from Account #001-0600-513-32-99 - Other Contractual Services & Account #001-0000-369-90-00 - Other Miscellaneous Revenue*)

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: Government Services Group, Inc.

DEPARTMENTAL BUSINESS

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the design for an Arboretum Wall Mural; providing for conflicts and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Parks & Recreation

Attachment: Arboretum Wall Mural

- 15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amended Building Permit Fee Schedule attached as Exhibit "A"; 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 Planning & Development Services

Attachment: Building Permit Fee Schedule

- 16. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING ARTICLE IV, "PROCUREMENT CODE" AND ARTICLE V "PROCEDURES FOR SALE OR LEASE OF CITY-OWNED PROPERTY" OF CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE, AND ENACTING A NEW ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for May 18, 2021

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

Sponsor: Division of Purchasing & Contract Administration

Attachment: Procurement Code

17. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SEVENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY; AUTHORIZING AN EXTENSION OF TIME FOR THE DEVELOPMENT OF FOUR ACRES OF THE FLORIDA ATLANTIC RESEARCH & DEVELOPMENT AUTHORITY PROJECT IN THE CITY OF DEERFIELD BEACH; RATIFYING THE SIXTH AMENDMENT TO THE LEASE AGREEMENT; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for May 18, 2021

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

Sponsor: Office of the City Manager

Attachment: FARDA Lease

COMMENTS BY ADMINISTRATION & LEGAL

18. Discussion and potential action regarding the use of Pioneer Park baseball facilities by the City of Lighthouse Point.

Suggested Action: Approve waiver of fee for City of Lighthouse Point use of Pioneer Park baseball field.

Sponsor: Office of the City Manager

Attachment: Pioneer Park Baseball Facilities

CITY COMMISSION BUSINESS

19. Discussion regarding the Solid Waste Working Group.

Suggested Action: Motion on decision of Commission

Sponsor: Commissioner Todd Drosky

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, May 18, 2021

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



Meeting Minutes City Commission

Tuesday, April 6, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:02 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

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

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

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Ganz expressed condolences for the loss of US Congressman Alcee Hastings who passed this morning. Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - March 16, 2021

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

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

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - February 9, 2021

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

April 6, 2021

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

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

Nays: 0

AWARDS & RECOGNITION

1. Certificate of Recognition presented to Deerfield Beach native and hometown hero, Jason Pierre-Paul, Defensive End for the Tampa Bay Buccaneers for winning Super Bowl LV.

Commissioner Drosky recognized Mr. Pierre-Paul for winning the Super Bowl with the Tampa Bay Buccaneers and his great community efforts.

Mayor Ganz said Mr. Pierre-Paul was raised in the City, and it is an honor to recognize his accomplishments.

Mr. Pierre-Paul said it means a lot to bring a championship to the City and hopes to bring another next year. Additionally, he said he will be doing more in the community as well.

Commissioner Hudak thanked Mr. Pierre-Paul for all he does with the Deerfield Beach Boys & Girls Club.

2. Certificate of Recognition presented to Larry Sullivan for receiving Building Inspector of the Year and Frank Gobeo for receiving Building Plans Examiner of the Year from the Code Officials Educational Association.

Mayor Ganz recognized Mr. Sullivan and Mr. Gobeo for their achievements; whereas, the awards are peer nominated. The criteria are based on professionalism, ethics, customer service, knowledge and assistance to the community. This award is the pinnacle award for their respective disciplines and the highest award given on behalf of all Broward County Building Officials.

Mr. Sullivan thanked the Commission for recognizing him as well as staff for their assistance.

Mr. Gobeo thanked the Commission for recognizing him as it has been a pleasure working with Deerfield Beach.

3. Certificate of Recognition presented to Environmental Services Staff for their hard work on the water main break.

Vice Mayor Preston thanked the Environmental Services staff for their care and attention to the City.

Mayor Ganz said on Friday, March 12, 2021, a water break, causing an unsafe traffic condition, was reported in the southbound lane of Federal Highway near 81 South Federal Highway. Crews began investigation and attempted to isolate the water break; however, they soon discovered that the break was in an old, abandoned 6-inch cast iron main line. This main line was not in the City's, FDOT, or any other utility infrastructure map. Since the line could not be isolated, crews proceeded to repair the line in a live condition whereby, the water line was under full pressure.

Continuing, Mayor Ganz said at 3:00 a.m. on Saturday, crews were able to slow the water break to a safe level and by 4:00 p.m. on Saturday, crews had the pipe completely sealed. Restoration activities concluded at 8 pm that evening allowing for uninterrupted water supply and safe traffic flow. The staff members that

AWARDS & RECOGNITION - CONTINUED

contributed in repairing the water line are: Hamid Nikvan, Priscilla Cygielnik, Adrian Mocanu, Patrick Autley, Ronald Durham, Rex Ponder, Frederick Boyd, Philip Okeefe Jr., David Cook, Dennis Mosley, James Jackson, Lee Dukes Jr., John Melton.

Hamid Nikvan, Assistant Director of Environmental Services, thanked the Commission for recognizing staff's efforts, as it means a lot to them.

PUBLIC HEARING

- 4. Resolution 2021/039 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Facility Use and Grant Agreement with DPR Youth Enrichment Association for Academics & Athletics, Inc. for the Packer Rattlers Youth Football, Cheerleading, and Academic Support Programs; approving a \$35,000 grant to support the Youth Football and Cheerleading Programs within the City; providing for execution, severability and an effective date.**

The Resolution was read by title only.

Tyrone Philpart, 5808 Australian Pine Drive, Tamarac, introduced himself and Ted Riley for the record.

David Santucci, City Manager, advised that a presentation will not be given and explained the item. This item is being considered by the Commission because it requires compliance with the City Code; the facility use agreement is the same as last year along with the funding agreement, which was budgeted in the amount of \$35,000 in the fiscal year.

Vice Mayor Preston reminded the Commission that last year, Mayor Ganz acknowledged that because there would not be a season, and that a carryover of those funds was warranted.

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

Commissioner Hudak clarified that the Packer Rattlers complied to receive funding.

Mr. Santucci said that is correct and the documentation is included in the agenda backup.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item #4, adopted Resolution 2021/039. Roll Call:

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

Nays: 0

PUBLIC HEARING - SECOND READING

- 5. P.H. 2021-053: ORDINANCE 2021/004 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY OF DEERFIELD BEACH LAND USE PLAN MAP DESIGNATION ON FOUR PARCELS TOTALING APPROXIMATELY 5.7 ACRES LOCATED AT 201, 221, 231 & 299 N. FEDERAL HIGHWAY FROM COMMERCIAL (5.1 ACRES) AND RESIDENTIAL MODERATE (.6 ACRES) TO RESIDENTIAL IRREGULAR (48.6 DWELLING UNITS/ACRE); PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN ACCORDINGLY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE. (First Reading - November 10, 2020)**

The Ordinance was read by title only.

PUBLIC HEARING - SECOND READING - CONTINUED

Samantha Gillyard, City Clerk, said pursuant to the City's Code of Ethics ordinance, the following campaign contributions were made by Mr. Dennis Mele, applicant's representative: Bernie Parness, \$500 on January 13, 2021; Todd Drosky, \$500 on December 23, 2020; and Michael Hudak, \$500 on February 5, 2019. It is important to note that this revised form replaces the online affidavit.

Mr. Mele, 200 E. Broward Boulevard, Fort Lauderdale, said this is the second reading of the land use plan amendment; since the first reading in November, it has been approved by the Broward County Planning Council and Broward County Commission. After tonight, they will follow up with a rezoning and site plan. Additionally, he said a neighborhood meeting was held a couple of weeks ago to discuss the plans for redevelopment. When the rezoning and site plan are presented, he will address a number of concerns the residents made. Thereafter, Mr. Mele provided a brief PowerPoint presentation; wherein, his client has purchased additional space which will be used as an open space dog park and will help with burying the power lines along the west side of the property, between their property and single-family homes. Mr. Mele continued with the PowerPoint highlighting the existing and proposed land use designation; current zoning, plans to bury lines and the conceptual site plan. The area in the rear, along 2nd Street and 9th Avenue, is a green area, small parking lot that leads into the leasing center for the building. All residents will park in the garage internal to the site.

Continuing, Mr. Mele said the seven (7) lots in gray, lot 4, has been purchased and will be used for the green area/dog park without vehicular access. People can only walk to the area and no cars will exit onto 9th Avenue. Also, an 8-foot wall will be built along the western property line as such, a better buffer will be included. The next slide revealed that the power line would be removed and put underground. Thereafter, he displayed architectural styles that could be used for the area as it will give the look and feel the City desires. Mr. Mele said this property is an important gateway into the City and wants the building to be iconic when coming from the north to Deerfield Beach. Furthermore, during the recent neighborhood meeting, they discussed traffic and other issues. Lastly, he asked for an opportunity to address comments by the public.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she is concerned with the redevelopment of the space and the complex being 5-stories with 277 residents which will be about 800 residents and 400 cars. She said she does not believe the parking garage will accommodate that many vehicles; furthermore, she expressed concern with traffic in the area and near the school. Ms. Freitag asked if there will be enough green space and parking so traffic does not flow into the neighboring community. Lastly, she said she does not believe this project is feasible for that strip of land.

Barbara Casto, 240 NE 8th Terrace, Deerfield Beach, said she is a block and a half away from the property and objected to the proposed project as it will block their privacy and the traffic will be horrendous. Ms. Casto recommended a three-story building with parking underneath, so it does not deflect from their homes. Also, she spoke in opposition to the dog park and how it will negatively affect the property like Duffy's. Lastly, Ms. Casto recommended a sound wall on 4th to stop cut through traffic and how low rents will make the property a transient area.

April Bolowich, 899 NE 4th Street, Deerfield Beach, said she is under the impression that there will be one (1) entrance into the complex.

Mayor Ganz replied yes.

Ms. Bolowich asked additional questions; whether there will be a break in the median for northbound US 1 traffic to enter and exit and if it is a gated community with gated access. She expressed concern with cut through traffic; if no traffic signal is accessible from northbound US 1, people will use the neighborhood to go to the entrance. It is her understanding that the only way to get into the building is from southbound US 1.

PUBLIC HEARING - SECOND READING - CONTINUED

Stefan Bolowich, 899 NE 4th Street, Deerfield Beach, said he is concerned with cut through traffic and asked if a study could be done for one-way traffic from various roads to show the impact. Additionally, he said five-stories is too high and no palm tree will hide it, but a three-story could be hidden and landscaping could accomplish that and give the neighborhood privacy.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, explained the dynamics of the community; whereby, the neighborhood is small, and a school is very close to the proposed project. She said these conditions will generate a lot of people with traffic and affect the residents negatively.

Mayor Ganz closed the public hearing.

Commissioner Drosky asked what is the timing on the rezoning and site plan if the proposed is approved tonight.

Mr. Mele replied that when land use plan maps are done, they compare what is proposed. He referenced the PowerPoint, slide 12, wherein, a comparison of the current land use is primarily commercial with some residential having more traffic. He explained the factors that go into the traffic analysis and how it is reduced by internal capture drive by, people passing but not going into the development. When internal capture is calculated, the traffic is reduced; thereafter, he compared the future land use trips for commercial and residential. There is a reduction in the morning and afternoon rush hours, which he outlined. During the site plan, a more detailed traffic analysis will occur, to include all intersections in the area, access points, any measures that can be taken to stop cut through traffic and others. If the property were built out according to the current land use and zoning, there would be more traffic than what they are proposing.

Continuing, Mr. Mele said this property is currently zoned B-2 with a maximum height of 75 feet; the proposed building is much lower. When comparisons are performed, it is based on what the current land use zoning allows versus the proposed land use zoning. Also, the B-2 zoning district allows intensive commercial uses that would not necessarily be a good neighbor to the adjacent homes. A dog park will be built with collection stations to deter dog feces and allow everyone to clean up properly. He also commented on the notices used for the community meeting which is the same used by the City for the official meeting. Mr. Mele advised that the property will be gated and secured so people aren't walking or driving through. The access is on Federal Highway which was referenced on slide 7 of the PowerPoint. There is not a median opening and allows a right or left turn only. The access is controlled by FDOT on Federal Highway. On 2nd Street, the only access is to go into the small parking lot which is only for potential residents or package delivery. All residents will go in and out on Federal Highway. There will be sufficient parking and green area which will be demonstrated during the site plan. Mr. Mele advised that there are no three-bedroom units, only studios, one and two-bedrooms with rent being market rate, and no short-term rentals. In closing, the rezoning and site plan applications should be forthcoming and upon approval, the applicant will apply for a building permit.

Vice Mayor Preston expressed concern with a lack of communication with the adjacent neighbors; whereas, he previously asked about community outreach.

Mr. Mele said there was another community meeting before coming to this meeting tonight.

Vice Mayor Preston said he heard that the meeting did not please the residents and they do not feel they were heard or allowed to contribute. Vice Mayor Preston commented on how projects such as these affect the residents, traffic and congestion, which must be taken into consideration. He further commented on the height and recommended another community meeting to see if any changes can be made as their involvement is important.

Mr. Mele said at the first meeting, there were approximately 19 households represented who expressed concern, almost the same at the second meeting. During these meetings, some people said they were okay, and some did not return as less people are expressing concern which seems to be a result of the community meetings. Other concerns regarding the dog park were addressed and there has been a misunderstanding based on some comments; there will not be any three-bedroom units nor any affordable housing. He said community involvement will continue as this is just the beginning of the project; a rezoning

PUBLIC HEARING - SECOND READING - CONTINUED

and site plan are also necessary.

Commissioner Parness said in this area, the property can be built up to 75 feet which this project is not. He explained that development has to go upward as there is no more space to build outward and if it is within the law, he cannot disapprove. Commissioner Parness clarified that the project went before the Broward County Planning Council.

Mr. Mele replied yes.

Continuing, Commissioner Parness outlined various questions between first and second reading that have been thoroughly vetted by the Planning Council, which he is a member, and approved. He also applauded the underground electric lines as it will reduce power outages during hurricanes. Commissioner Parness said he cannot disapprove a project because some people are against it. Progress will go on and this project offers the commercial area with more housing and serves as a gateway into the City.

Commissioner Hudak said residents have a right to voice their opposition, but wonders if people are no longer coming to the meetings because they are not being heard or if they are satisfied. He also commented on the adverse traffic with the school, but wants there to be continued dialogue with the community. Additionally, one question he had was how residents go north on Federal Highway as they will have to proceed south and make a U-turn at Eller which will likely backup traffic. Moreover, the adjacent residents' backyards will be visible to residents on a higher floor. He continued to voice concerns that should be addressed moving forward.

Mr. Mele said tonight's item is being considered for the land use map which establishes the maximum number of residential units only. He committed to continually working with the neighbors on the issues heard tonight, traffic circulation among others. Additionally, he said before returning for the rezoning and site plan, they will work with the community to resolve the issues.

Vice Mayor Preston thanked Mr. Mele for his comments and although an empty lot does not benefit the City, the citizens should come first. He also said development is a good thing as it enlarges the City, but reiterated the need for public involvement.

Commissioner Drosky said the land use designation change is being considered at this time; whereby, there will be more time to debate the site plan and rezoning on the concerns outlined by the Commission and the residents. Procedurally, that battle is not tonight and this is not the last chance for the residents to communicate their concerns.

Mayor Ganz said he understands that people get accustomed to things being the same. Thereafter, he commented on the storage facility, which was not the Commission's decision, but was allowable under that zoning. Then, he asked staff to outline the permitted uses for the current zoning without coming before the Commission.

Eric Power, Director of Planning & Development Services, replied that any development project would come before the City Commission; however, in this business district, a restaurant, nightclub and other uses are allowed.

In response to Mayor Ganz's question, Mr. Power replied that a hotel would be allowed.

Mayor Ganz commented on the infringement on the residents if a permitted business had applied to use the lot. Thereafter, he commented on the reduced traffic when comparing a commercial and residential development. The project being proposed is a lesser evil than what is allowed which is hard to imagine when considering nothing is currently there. Mayor Ganz said he did not support the project the first time and will not this time around because he feels the lots on Federal Highway are too narrow for residential properties.

Vice Mayor Preston briefly commented on the building height and the time to debate the item.

PUBLIC HEARING - SECOND READING - CONTINUED

Commissioner Hudak also commented on the proposed project being the lesser of two evils.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item #5, adopted Ordinance 2021/004. Roll Call:

Yeas: 3 - Commissioner Drosky, Commissioner Hudak, and Commissioner Parness

Nays: 2 - Vice Mayor Preston and Mayor Ganz

PUBLIC COMMENT

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, thanked the Commission for allowing the Pop-Up Art event at Pioneer Park and the Commissioners who attended. Although it was not a great revenue generator, it was a great event. Also, she asked that the Commission provide direction on what they would like the Cultural Committee to do whether in their respective districts or in the City.

Linda Ruiz, 425 NW 1st Terrace, Deerfield Beach, thanked the Commission and staff for the food distribution for the seniors as they were unable to get there because of the pandemic.

Alice Chapman, 1086 South Military Trail, Deerfield Beach, thanked Commissioner Drosky and Vice Mayor Preston for helping the Kiwanis Club West clean up on Martin Luther King, Jr. Avenue.

Marilyn Jones, 166 SW 3rd Street, Deerfield Beach, said there is a lack of police presence on her street and crimes are being committed.

Bernard Jones, 166 SW 3rd Street, Deerfield Beach, also commented on the crime, parking violations, drug use and other crimes taking place. He said without police presence, nothing can be done. Furthermore, he has been threatened and the landlord will not come to the area out of fear.

Mayor Ganz said someone needs to be there constantly until the issues are resolved.

Mike Estrada, 1431 SW 6th Way, Deerfield Beach, said speed bumps need to be placed on 14th Court and 14th Place. There are about three to four families on those roads and people will turn off the road with speed bumps and speed down the named roads. He asked that something be done so the children are safe.

Mayor Ganz asked that staff get with Mr. Estrada to start the process.

Leonard Arabia, 2051 SE 3rd Street, Deerfield Beach, said although he has been told he cannot walk on South Ocean Way with a dog, he will be walking his dog on the sidewalk on South Ocean Way and across the street from the Wyndham and the joint piece of property to the sidewalk on the other side. Once there is a sidewalk on South Ocean Way, he will move back over. Should he be cited for non-compliance, he will allow the courts to settle the issue.

Amie Kay Tanner, 111 SE 5th Avenue, Deerfield Beach, thanked the Commission for returning to the Chambers as it gives residents an opportunity to talk face to face. Thereafter, she expressed dissatisfaction that many people registered for the Pioneer Days event and many did not show. Also, the Historical Society has put on events bringing many people from other cities and asked that the City support them. Lastly, Ms. Tanner commented on noise in the neighborhood and the time allowed.

Mayor Ganz replied that the noise ordinance goes until 11:00 p.m.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked for the status of gravesites at Pineview Cemetery and whether any other cemeteries will be developed as the Crystal Lake plots are not very affordable.

PUBLIC COMMENT - CONTINUED

David Santucci, City Manager, replied that Pineview is at capacity which includes reserved plots. There are spots that are for infants, but can be converted as needed; an action item will soon come forth to the City Commission. Also, Memorial Cemetery has plenty of spots available, with the same rates as Pineview.

Mayor Ganz said the City's rate is cheapest of any municipality in Broward County and some people reserved plots when they were residents for a short period of time; nevertheless, solutions will be sought after.

Vice Mayor Preston asked if there is anything in close proximity that the City could consider purchasing.

Mr. Santucci replied that it can be investigated.

Vice Mayor Preston commented on the African American community being buried at Memorial Cemetery; whereas, when the property was purchased, it was with the condition that no Blacks would be buried there and the City agreed. Thereafter, he referenced Mayo Howard, the first Black police officer, wanted to be buried there, and that's when it was allowed. When it almost became a national situation, the City rescinded the condition and some of the remaining family members said it should have never happened. Additionally, he said there needs to be growth and recognition on both sides and the residents should notice the City trying to move forward; thus, the African American community has a right and should use Memorial Cemetery.

Mayor Ganz agreed with Vice Mayor Preston.

BOARD APPOINTMENTS

Mayor Ganz opened the public hearing for Items 6 – 8; however, there were none to speak and the public hearing was closed.

There were no comments amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Items #6 - #8 in concert. Voice Vote:

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

Nays: 0

- 6. Resolution 2021/040 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Robert Streather as an alternate member to the Marine Advisory Board; providing for an effective date.**
- 7. Resolution 2021/041 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Judith Stanich as a member of the Public Art Program Committee; providing for an effective date.**
- 8. Resolution 2021/042 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Thomas Plaut, William Lane and Michelle Balaun as regular members to the Planning and Zoning Board; providing for service without compensation; and providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 9. Resolution 2021/043 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until May 17, 2021; authorizing the City Manager to take appropriate actions; providing an effective date.**

The Resolution was read by title only.

Commissioner Parness clarified that taking this action follows Broward County rules.

David Santucci, City Manager, advised that the City has been following the County orders the entire time and this item allows the City to extend the emergency order in line with the County and State.

Commissioner Parness raised awareness of what is going on in Century Village at the pools; whereby, he and the City Manager will discuss more in-depth later.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item #9, adopted Resolution 2021/043. Voice Vote:

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

Nays: 0

- 10. Resolution 2021/044 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing execution of a Construction Agreement and a Maintenance Agreement with the Florida Department of Transportation for installation and maintenance of brick pavers, curbing, landscaping, bollard lighting, and street lighting within a portion of State Road A1A/South Ocean Drive; authorizing the City Manager to execute the Construction Agreement and Maintenance Agreement; 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 no discussion amongst the Commission.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item #10, adopted Resolution 2021/044. Roll Call:

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

Nays: 0

- 11. Resolution 2021/045 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Qualifications #21-11-IG for Architectural and Engineering Services (CCNA) to the 52 responsive and responsible firms; authorizing execution of continuing contracts with the 52 firms for services on an as needed basis; and providing for an effective date.**

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - 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 Hudak, seconded by Commissioner Parness, to approve Item #11, adopted Resolution 2021/045. Voice Vote:

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

Nays: 0

12. Resolution 2021/046 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-07-PC for Generator Maintenance and Repair Services; authorizing execution of an Agreement with Cummins Inc. d/b/a Cummins Sales and Services as the only responsive and responsible bidder, for a two-year term in an amount not to exceed \$127,712.97; providing for severability and an effective date. (Funds from Account #001-5060-519-32-99 - Other Contractual Services & Account #401-5020-533-31-06 - Service to Maintenance Equipment)

The Resolution was read by title only.

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

Vice Mayor Preston commented on staff negotiations that resulted in a savings. He said whenever there is an opportunity to save money, it should be investigated and this is a credit to everyone involved.

Mayor Ganz said the previous vendor was a local business in the City and was significantly cheaper for years, but withdrew their bid because they did not want an appearance of impropriety as the company is working with the Department of Economic Development.

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

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item #12, adopted Resolution 2021/046. Roll Call:

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

Nays: 0

13. Resolution 2021/047 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Consulting Agreement with Coastal Protection Engineering, LLC, and the Town of Hillsboro Beach for beach nourishment coastal engineering services for a three-year term with two additional one year renewal terms; approving a Work Authorization for Phase 1 Services in an amount not to exceed \$100,000 for the City's share of the cost; providing for execution; and providing for an effective date. (Funds from Account #001-4553-539-32-99 - Other Contractual Services)

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he thanked both City and Town staff for their assistance and working together.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item #13, adopted Resolution 2021/047. Roll Call:

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

Nays: 0

14. Resolution 2021/048 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a front load collection truck from Scranton Manufacturing Company, Inc. d/b/a New Way Trucks in the amount of \$238,857, utilizing Sourcewell Cooperative Contract #091219-NWY; providing for execution and an effective date. (Funds from Account #450-4551-534-60-41 - Automotive Equipment)

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. Mayor Ganz said there is a dire need for this purchase and recommended support.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve Item #14, adopted Resolution 2021/048. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

15. Resolution 2021/049 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, determining that amendments to the City's Comprehensive Plan are necessary to reflect changes in State Law requirements since the last plan update pursuant to Section 163.3191, Florida Statutes; providing for execution 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 Hudak, seconded by Commissioner Parness, to approve Item #15, adopted Resolution 2021/049. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED

16. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE II "BOARDS, COMMITTEES, COMMISSIONS," DIVISION 13 "DEERFIELD BEACH EDUCATION ADVISORY BOARD," OF THE CITY CODE TO AUTHORIZE THE EDUCATION ADVISORY BOARD TO REVIEW APPLICATIONS AND RECOMMEND NOMINEES FOR A HIGH SCHOOL ACADEMIC SCHOLARSHIP AND TO PROVIDE FOR REMOVAL OF BOARD MEMBERS DUE TO UNEXCUSED ABSENCES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

The Ordinance was read by title only.

Mayor Ganz applauded the recommended change of the student scholar athlete to the Bryce Gowdy Student Athlete scholarship.

Mayor Ganz opened the public hearing.

Denise Bogner, 1157 SW 26th Avenue, Deerfield Beach, said she has been attending the advisory board meetings for some time and wondered if the City would be able to fund scholarships for the students, through the Education Advisory Board.

Mayor Ganz closed the public hearing.

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

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

Nays: 0

Mayor Ganz recommended assigning a monetary value to the scholarship.

David Santucci, City Manager, advised that it will be investigated; however, there was an understanding that the approval was based on third party sources but may have changed.

COMMENTS BY ADMINISTRATION & LEGAL

CITY ATTORNEY - No Report.

CITY MANAGER

Boca Bash - David Santucci, City Manager, said that Boca Bash will be returning this year and recommended closing the Pioneer Park Boat Ramp. Therefore, he sought a motion to approve.

Mayor Ganz opened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, spoke in support of closing the boat ramp.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Preston, to approve closure of the Pioneer Park Boat Ramp during the Boca Bash event. Voice Vote:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

Broward Tactical Urbanism Grant - Mr. Santucci said the City has been awarded the grant which is part of the Complete Streets Initiative and improves multi-modal advancement. The Broward Metropolitan Planning Organization (MPO) awarded the grant because of the City's application to improve walkability and pedestrian access on NE 3rd Avenue from NE 39th Court to NE 44th Street. The improvements will include walkability around the hospital and schools; whereby, there will be more noticeable and safer crosswalks, delineators for bike paths, improvements to the intersection and traffic calming.

Continuing, Mr. Santucci said since it is a build project, staff will seek community partners as well as grant dollars from ARP funding. He said with Commission support, he will provide a letter of support as required by the MPO.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve a letter of support for the Broward Tactical Urbanism Grant. Voice Vote:

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

Nays: 0

CITY COMMISSION BUSINESS

17. Resolution 2021/050 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, supporting the Broward County Audit of the County Animal Care and Adoption Division, Report No. 21-05, dated December 16, 2020; urging the implementation of guidelines and best practices by the Animal Care and Adoption Division with the goal of providing better care for the dogs and cats maintained at the Broward County Adoption Shelter; providing for an effective date.

The Resolution was read by title only.

Mayor Ganz said the report provided by Broward County reveals that the Animal Care and Adoption Division is not doing what it should.

Vice Mayor Preston commented on an issue some time ago, whereby, puppy mills were operational, but shut down; therefore, he supports the Resolution.

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

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item #17, adopted Resolution 2021/050. Voice Vote:

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

Nays: 0

18. Consideration to approve voting delegates to the 2021-2022 Board of Directors for Broward League of Cities.

The Commission voted in favor of the below nominations prior to the public hearing being opened.

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

CITY COMMISSION BUSINESS - CONTINUED

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Commissioner Drosky as the voting delegate, Commissioner Hudak as first alternate and Commissioner Parness as the second alternate. Voice Vote:

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

Nays: 0

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

Saturday Office Hours - Commissioner Hudak advised that he has Saturday hours this weekend.

Rules & Regulations - Commissioner Hudak expressed concerns with a resident blatantly disavowing rules of the City. The rules are there for everyone and not just for certain people. For someone to say they will walk their dog in a prohibited area is a travesty. He said he hopes law enforcement will prosecute to its fullest ability as the City and Country is built upon people abiding by the laws whether they like them or not. In closing, he asked that corrective action be taken for anyone walking their dog in a prohibited area.

VICE MAYOR PRESTON**DISTRICT 2**

Juneteenth Update - Vice Mayor Preston said planning is going well for the event and since it is a City holiday, City Hall will be closed, and employees will be off. With the pandemic, the Board is challenged with certain aspects of the event. Additionally, he explained what Juneteenth represented. When the Emancipation Proclamation was adopted in 1863, it wasn't until 1865 that slaves were freed as they were not part of the "American Dream". He said the Country's history shouldn't be hidden, but acknowledged, which causes us to grow. Vice Mayor Preston commented on positive changes, whereby, many ethnicities participate in the Martin Luther King Jr. parade.

Historical Society - Vice Mayor Preston said he wants to meet with the historical society to discuss establishing a location to give tribute to Black History.

COMMISSIONER PARNES**DISTRICT 3**

Victimization - Commissioner Parness said there are four (4) condo ex-presidents under indictment for taking peoples' money. He encouraged residents to ask questions, so they do not become victims and the association is bankrupt. Also, someone mentioned that their boards are meeting secretly and shutting the residents out. He said he will dedicate himself to this issue for the next four (4) years so seniors can live in peace.

Thank You - Commissioner Parness thanked the residents for voting for him. Further, he said District 3 is thriving.

COMMISSIONER DROSKY**DISTRICT 4**

No Report.

MAYOR BILL GANZ

Rules & Regulations - Mayor Ganz agreed with Commissioner Hudak on the importance of obeying the rules established by the City and was surprised that a resident would outright state their intention to violate City codes, as enforcement is a necessity.

Responses - Mayor Ganz responded to various questions posed by the public.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

The Palms Bus Connection - Mayor Ganz asked if residents have the ability to get dropped off at The Palms, as the last stop, instead of going to the other location.

David Santucci, City Manager, advised that the bus will go from the other side of the Center for Active Aging to The Palms.

Middle School Athletic Complex - Mayor Ganz said score boards are needed at the Little League fields and asked that it be discussed in the next fiscal year.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to adjourn the meeting at 9:12 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of December 8th, 2020 – 6:30 PM at

Central City Campus, 401A SW 4th St (Large Conference Room) & Zoom

APPROVED AMENDED AGENDA

Voting

Janis Fullmore Tigner

Zoom

Annette Mitchell
Sandra Jackson
Diane Chsiholm
Lawanna Strowbridge

Join Zoom Meeting

<https://deerfield-beach.zoom.us/j/88162682963?pwd=SkhocFdxMTRTTmpjTGwvUUtPMTNBZz09>

Meeting ID: 881 6268 2963

Passcode: 920132

Join by phone:

Phone number: 312 626 6799

Meeting ID: 881 6268 2963

Passcode: 920132

Meeting started @ 6:30pm

1. Sunshine Law Presentation

Ellen G- Power point presented on law and public records

Sandra Jackson- making sure going out to eat/hanging out will be ok. As long as its not about city business.

Ellen- explained a 5-person quorum. Hybrid was an option based on attendance not made in person. No vote made until in person meeting.

Janice- request power point presentation

2. Introductions

Each Committee and staffed introduced themselves

3. Call to order/roll call

4. Chair & Vice Chair of the African American Heritage Board

Committee discussed keeping the chair and vice chair the same as before.

Anette- keep what we had last year

Diane- recommend to keep it the same

Sandra- Previous vice chair, is ok with staying in the role

Lawana- Previous chair, is ok to remain the chair

5. New Business

a. MLK January 17th – 18th, 2021

i. Service Project – January 9th from 7:00 AM – 2:00 PM

Ashley- reminds the committee of the CDC guidelines for the event. Suggested a mural at City Hall, but city hall will be undergoing renovations or find another location.

1. CDC Guidelines 100 person gathering

2. Black Lives Matter street painting

Janice- concerned that the month is almost up and the numbers for Covid keep going up; personally, wants to wait. Possibly postpone until next year; suggest to have a mural on 3rd avenue

Ashley- explained the street mural, based on liability that the painting will be on the road.

Sandra- concern when are they going to redo the recreation center, believes that would be the perfect place. Inquire to do it in the Gym/ Concession stand building

Annette- Strongly suggest on 3rd

Diane- Like Westside, widely area used or even 3rd Avenue. Not sure of how much is Tivoli area

Lawanna- wants to see where it can be more visible for the community

Diane- wants to spread the word beyond the community

Ashley- ask committee to compile a list of sponsors possible. And to look for the committee to try and find artist

Sandra- Suggest reaching out the high school, middle school and the elementary

Diane- like idea to opening it up to someone up the city to get a decent price.

3. school's art programs

a. Janice – Deerfield high, Deerfield park & Deerfield middle, Zion

b. Sandra – Mario, Quiet waters, park ridge, Deerfield beach, Summerset, Zion

4. Volunteers

5. Home Depot sponsorship

6. Jimmy Johns food 1/9 sponsorship or Chick-fil-a 1/17 – Ashley

7. Popeyes 1/18 & sunrise food sponsorship – Sandra

8. FDOT approval (depending on road)

ii. Community Choir Conference – Sunday, January 17th at 5:00 PM – 10:00 PM

- Ashley- suggest a virtual performance event. Different churches, signing live on zoom or submitting a video already recorded to be watched on that day online/Facebook live.
- Annette- Suggest we cancel and focus on Juneteenth.
- Janice- Suggest conducting it outside/ schedule stage times for the churches participating
- Diane- Suggest drive by. Floats from Hillsboro to 10th different stations
- Ashley- discussed the drive-in movies had at OMRC. Set up a stage and have the choir pre record and use the screen and still have the community to come out.
- Sandra- worried about the gathering and need of security
- Ashley – we can live stream to another location for the community to view

1. Virtual option

2. 4:00 PM sound check

3. Registration

4. Advertisement

iii. Parade – Monday, January 18th at 8:00 AM – 1:00 PM

- Sandra- concern about stationary, and people gathering. And that many wouldn't participate
- Ashley- Would have each booth safely separated.
- Sandra- suggest putting funds toward Juneteenth.
- Annette- consider the numbers going up and moving everything to Juneteenth and tying it all in one.
- Ashley- suggest that we still do something for MLK day even virtual. And will contact City manager to see if funds can be allocated for Juneteenth.
- Diane- suggest virtual seems like it the way to go based off of concerns. But will still like to acknowledge MLK
- Annette- feels like we do need to acknowledge on MLK
- Sandra- we will acknowledge with the drive in. add keynote speaker
- Ashley- suggest go after a well-known keynote speaker
- Lawanna- concerned we are a month away. We need to get people to get involve in the event last minute, how will we be able to work through it?
- Ashley- suggest sending out a survey monkey to gauge how many people will participate.
- Lawanna- concerned that participant will be low from schools because of the numbers of Covid increase.

- Sandra- Concerned about events and getting sued/lawsuits and keeping it safe. Rather find a key note speaker and advertise what is going on.
- Janice- Questions if they are open to have the churches pre-record and compete virtually/ choir concert, which Diane agrees

-
- 1. Parade route
- 2. Registration forms
- 3. Schools
- 4. Parade Management Company Bids
- 5. Theme

a. More peace, more power

iv. Key Note Speaker – Monday, January 18th 11:00 AM – 2:00 PM

- Ashley- Suggest we do a key note speaker virtually
- Sandra- Diane is to reach out to contacts for Stacey Abrahams
- Diane- said she declined based on only doing virtual/ but will reach out to her to see if she will pre record or virtually live for the event.
- Sandra- have a grand marshal for Juneteenth
- Ashley- having the parade on Juneteenth will have to go in front of commission
- Sandra- suggest a luncheon on that Sunday
- Ashley- Diane is going to work on Keynote speaker, cancel the parade for that Friday. Nothing on the Sunday and Monday, Canceling the 9th, working on artist and location, reach out to the pastors and choirs to get prerecording and recruit pastors. Possible moving the entertainment to Juneteenth.
- Sandra suggest moving the mural to Juneteenth.
- 1. Stacey Abrahams – Janice
- 2. Attorney Val Williams – Sandra/Janice
- 3. Attorney Candace Colzack – Janice
- 4. Amelia Strowbridge – Lawanna
- 5. Pastor Fords daughter – Janice

v. Grand Marshal Updates

1. Devin Singleary – Comm. Preston
2. Jason Strowbridge – Lawana
3. Denard Rondinson – Janice
4. Brandon Powell – Janice
5. Riley Retly – Janice
6. Mike Fiers – TBD
7. Mickey Tori – TBD

vi. Entertainment

1. Mark Strowbridge – Janice
2. Marcus Howl– Janice
3. Travis Gammage – Janice
4. Courtney Girly – Janice
5. Ace Hood – Sandra
6. Kenton Jones – Sandra

6. Comments from the Chair & Vice Chair

Janice- in agreeance of everything, interested in doing something that Sunday of Juneteenth with entertainment, Mentioned Kenton Jones day is postponed and will be in May,

Annette- ok with everything

Diane- happy with the suggestions given out, and to keep and open mind on the pandemic to be innovative to try and see if it works.

7. Comments from Committee
8. Comments from Staff
9. Comments from Alternates
10. Comments from Public
11. Next Meeting – December 22nd
12. Adjournment

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of December 22nd, 2020 – 12:00 PM at

Central City Campus, 401A SW 4th St (Large Conference Room)

AGENDA

Voting

Annette Mitchell
Janis Fullmore Tigner
Sandra Jackson
Diane Chsiholm
Lawanna Strowbridge

1. Call to order/roll call

Meeting called to order @ 6:42pm

2. Vote on Chair & Vice Chair of the African American Heritage Board

*Lawana motioned to have Sandra Jackson as Vice chair and Annette 2nd. All in favor

* Annette motioned to have Lawana as Chair and Diane 2nd. All in favor

3. New Business

a. MLK January 17th – 18th, 2021

*Sandra motioned to move the community choir conference to Juneteenth and 2nd by Annette. All in favor.

* Janice- motioned to recommends naming the event MLK Drive In Virtual Celebration, 2nd by Sandra. All in favor

i. Community Choir Conference – moved to Monday, January 18th

1. Livestream to Facebook/YouTube

*Sandra- Suggest doing it on a TV channel

*Ashley- will inquire w/ marketing

*Annette- suggest using a Trolley or additional transport

*Ashley- Cant be used due to Covid Policies

*Ashley- dancers need to be socially distant in videos and masked

*Lawana- would like to add pictures n videos from last year's event

*Diane- recommend to discourage gatherings and start earlier to have more of the community's presence

2. Times

*Lawana suggest:3pm-5pm for the event

*15 minutes max each for choir 2 songs selection

*Pastors-5 minutes not exceeding 30 minutes

*15/20 minutes for Keynote

*5 minutes commissioner

3. Registration

a. CivicRec

*Committee does not want to use CivicRec

b. Eventbrite

*Committee would prefer to use Eventbrite

c. Cost of Event

*Committee would like it to be a free event

d. Residents & Non-Residents

*Committee would like to allow both residents and non-residents

*Janice Motions to having the event the virtual name (MLK Drive In Virtual Celebration), Eventbrite, free event for residents n non-residents, choirs performing at 15minutes limited to 4 choirs limited to 2 selections, and pastors 30minutes. Sandra 2nd and All in favor.

4. Advertisement
 - ii. Key Note Speaker – Monday, January 18th
 1. Stacey Abrahams – update
 - *Diane- Stacey Abrahams declined because she will be in Washington DC for inauguration. But was given another lead of Xernona Clayton, if she can do virtual.
 - *Ashley- wants to know if there is a cost?
 - *Annette motioned to have Diane contact Xernona Clayton to be a virtual Key Note speaker and her cost to not exceed \$5000. Janice 2nd and all in favor.
 - a. Committee to bring more names to meeting
 - *Annette- Suggest channel 10, Calvin Hugh
 - *Diane- Suggest to make it someone local
 - *Annette- wants to set up bylaws
 - *Anette- makes a motion for Ellen to help create bylaws, Diane 2nd and All in favor.
 - iii. Service Project – moved to weekend of Juneteenth
 - * Janice- motioned to move the service project to the weekend of Juneteenth, 2nd by Annette, all in favor.
 - 1. Black Lives Matter street painting
 - iv. Parade – moved to weekend of Juneteenth
 - * Diane- motioned to move Parade, Grand marshal, entertainment, Relocate funds to the weekend of Juneteenth. Sandra 2nd and All in favor.
 - 1. Parade route
 - a. Will need management approval
 - 2. Cancel MLK parade
 - 3. Reallocate funds to Juneteenth
 - a. Will need management approval
 - v. Grand Marshal - moved to Juneteenth
 - vi. Entertainment – moved to Juneteenth
 - b. Black Heritage Banquet
 - * Diane- will like to move this event to a different date/ cancel for February.
 - * Diane motioned to postpone the Black Heritage Banquet to an indefinite time, Annette 2nd, and all in favor.
 - i. Cancel for 2021
 - ii. Reallocate funds to Juneteenth for brunch
 1. Will need management approval
 - c. Scholarships
 - *Annette- Will like to raise money from the Banquet and share a portion to students attending Deerfield Highschool for a scholarship
 - *Sandra- Concern that the funds go to an actual residence of Deerfield Beach, not just a student.
 - *Janice suggest to add to the bylaws to add a portion of funds raised to be given to a scholarship.
4. Comments from the Chair & Vice Chair
 - *N/A
 5. Comments from Committee
 - *Lawana- concerned with the responsibility with directing 150 participants/vehicles.
 - *Diane- would like more communication with the residence about what's going on in the community, such as materials for churches to deliver during announcements.
 - Diane- suggest looking into flyers for marketing
 6. Comments from Staff
 - *Ashley- let the committee know that Waste Management has reached out to help sponsor MLK.
 7. Comments from Alternates

*N/A

8. Comments from Public

*N/A

9. Next Meeting – January 12th @ 6:30pm

10. Adjournment

- Sandra motioned to adjourn the meeting, Diane 2nd and all in Favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of January 12th, 2021 – 6:30 PM at

Commission Chamber (150 NE 2nd Ave.) & Zoom

AMENDED AGENDA

Voting

Janis Fullmore Tigner
Sandra Jackson
Diane Chsiholm @7pm
Lawanna Strowbridge

Excused Absence

Annette Mitchell

1. Call to order/roll call

*Meeting called to order at 6:42pm

2. Approval of December 8th & January 4th minutes

*Janice makes a motion to direct staff to review December 22nd minutes and fix errors, Sandra seconds. All in favor

3. Old Business

a. MLK Virtual Celebration Monday, January 18th, 2021

*Ashley- Livestream on Facebook, Instagram, YouTube. We need to meet the deadline for comcast Friday at 5pm in order to get it on channel 78. MS clayton will be due Friday in the afternoon

1. Livestream to Facebook/YouTube – Update

2. Run of Show:

- 3:00 PM – 3:05 PM: Introduction, Commissioner speech & Dave Hunt recap video
- 3:05 PM – 3:10 PM: Pastor #1
- 3:10 PM – 3:25 PM: Choir #1
- 3:25 PM – 3:30 PM: Pastor #2
- 3:30 PM – 3:45 PM: Choir #2
- 3:45 PM – 3:50 PM: Pastor #3
- 3:50 PM – 4:15 PM: Choir #3
- 4:15 PM – 4:20 PM: Pastor #4
- 4:20 PM – 4:50 PM: Key note speaker
- 4:50 PM – 5:00 PM: Lift Every Voice & Conclusion
- Key Note Speaker – Xernona Clayton

*Janice- informed staff Church of Living God will not be able to be taped, waiting for the Baptist and Seventh day Adventist church, will know by tomorrow

*Ashley. 4:30 pastor Bowlds, Pastor Denis Fullmore, Pastor James Dowget also pastor times.

*Janice- mark Strowbridge will be sending in a video.

b. Juneteenth In-person Celebration Saturday, June 19th 2021

1. Service Project – Marquee

* Ashley- shows the one vendor contacted and shows images and discuss cost of what was sent. Suggest having it placed at Overta McKeithen

“Black Lives Matter on the marquee as a replacement for a mural.

* Diane- Suggest including Commissioner Preston in planning on where is needs to be placed.

*Ashley, informs board that a commissioner needs to bring forth topic of marquee to commissioners

*Janice- Suggest to inquire with Fast signs

*Ashley, suggestion from Brian, that the pack of rattlers sponsor if advertising is on their behalf.

i. Location

ii. Date

iii. Times

iv. Sponsors

*Diane- JM Family, Erica Davis would like to be a part of the next meeting, because JM family have an invite for diversity and are interested in being involved in our next meetings.

2. Parade

i. Route

*Saint Ambrose to Oveta McKeithen

ii. Times

*Janice motioned to keep the times for parade at 8am-11am, Diane 2nd, All in favor

iii. Grand Marshal

* Diane suggest each committee member brings 2 names to the next meeting.

*Sandra, suggest looking a different criterion of grand marshals other than just athletes.

* Public (Mary)- suggest that Juneteenth be a more of educational day, to educate the community.

*Diane- to brings ideas to reach the community on what the day is all about, also to have Commissioner Preston in decision making for his ideas, as he fought hard for this event. And would like to see his vision on the event.

*

iv. Sponsors

*Janice- inquiring who will be in charge of sponsorship

*Ashley- informs it's a collaboration between staff and committee, for the committee to also bring 3-5 sponsor names to the next meeting.

v. Judging Station

* Diane, Janice, Lawana, Sandra- Does not like the idea of judging

vi. Awards

* Janice- suggest participation awards

* Sandra- Suggest feeding the participants

* Ashley- suggest a t-shirt for everyone with the Juneteenth logo

* Brian- suggest a plaque on the wall in city, to symbolize everyone who participated in event and have a history for JUNETEENTH

* Diane motions to table the awards and judging station until next year, Lawana 2nd, All in favor

vii. Parade Management Company

* Ashley- suggest, to bring any other organizations to next meeting.

viii. Theme

1. Black Leaders Car decoration – Brian

* Brian- acknowledge 3 leaders and families decorate the car according to leaders chosen and bring it out to the parade.

* Janice- would add children to write an essay as scholarship prizes

*Ashley, suggest not a scholarship, but a competition

*Diane & Sandra- suggest stay away from scholarship and consider other means in rewarding the competition.

*Brian- suggest the prizes as in helpful gifts, such as laptops tec.

*Public (Mary)- suggest a family Float contest

3. Picnic

i. Entertainer

ii. Bounce houses

iii. Vendors

iv. Times

4. Choir Conference
 - *Janice suggest changing the name to Committee Choir
 - *Lawana- would like to see something different, not everything exactly the same as MLK.
 - *Diane- Suggest choir in the parade or show case, but not be apart of the actual program.
 - *Diane motions not to have the Choir/ Committees choir as a part of the entertainment, but as a part of the parade.
 - Sandra 2nd, All in favor.
 - i. Times
 - ii. Location
5. Car Show
 - i. Parking Lot
6. Wing Competition
 - * Brian-Suggest pie contest instead of wings, kids' inflatable and car show
 - *Diane- Suggest Taste of DFB with family dishes, to incorporate culture and family
 - *Brian- suggest the theme be African American Themed event, the colors and other things to bring out culture.
 - *Public (Mary)- suggest a live museum, gets everyone involved
 - *Sandra- suggest getting the schools involved for art from the kids or something on stage.
 - *Lawana- suggest the committee to educate themselves to bring forth more ideas for the theme.
 - *Diane- Believes the event should be more than one day.
 - * Ashley- lets committee know the funds are not as high as last year. Around \$42k and is an added challenge to gather sponsorships and getting more money.
 - *Lawana- Inquired about funds from Black Heritage to be used
 - *Ashley- will double check with the City Manager
 - *Lawana- suggest ticket sales for will help
 - *Diane- motioned to table theme for his event until next meeting, Sandra 2nd, All in favor.
 - i. Number of cooks
 - ii. Entry free
 - iii. Award
7. Cemetery Flowers – Brian
 - * Brian- to honor the vets on Juneteenth with red poppy flowers, similar to pompano
 - *Public (Mary)- include the Legand's Hall both East and West side.
 - *Janice motions to have the gravesite memorial, co inside the American legends East and west, Amendment to have with the Cities direction, Diane 2nd the amended motion, Diane 2nd, All in favor
8. Brunch/Banquet
 - * Janice motion to table Brunch/lunch-in and a show with ideas to speak to commissioner Preston, have a brunch Sunday Juneteenth celebrate, with an old fashion Sunday show and lunch-in, Diane 2nd, All in favor.
 - i. Times
 - ii. Location
- c. Black History Month CRA window art
 - * Diane- Suggest Reverend Gowdy has a young daughter who is an artist with a recommendation.
 - * Public (Mary)- suggest to reach out to Deerfield Park Elementary, because of the up and coming junior artist there.
 - *Lawana- Suggest Deerfield park elementary
 - *Ashley- clarify the CRA is offering window, and will ask if there is a budget for paying an artist.
 - * Diane- motions that we the board members take this week and get the information back to Ashley to move forward on what needs to be to be done for this project, Janice 2nd, All in favor
 - * Diane- aske Ashley to send the committee and email if the CRA will be covering cost
 - *Ashley to look over the bylaws to see what needs to be added or removed.
 - i. Theme

- ii. Artists
- iii. Students to volunteer
- d. By Laws
- 4. Comments from the Chair & Vice Chair
- 5. Comments from Committee
- 6. Comments from Staff
 - *BSO- Resume and building work shop, 2-hour session looking for volunteers to 6 children, if the committee or anyone knows who is interested in volunteering let us know.
- 7. Comments from Alternates
- 8. Comments from Public
- 9. Next Meeting – February 9th at 6:30 PM
- 10. Adjournment
 - *Sandra motions to adjourn the meeting, 2nd by Diane, All in favor

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of February 11th, 2021 – 6:30 PM at

Commission Chamber (150 NE 2nd Ave.) & Zoom

AGENDA

Voting

Janice Fullmore Tigner
Sandra Jackson
Diane Chsiholm
Lawanna Strowbridge
Annette Mitchell

Excused Absence

1. Call to order/roll call
 - Meeting called to order @ 6:40pm
2. Approval of January 12th, 2021 Minutes
 - Diane wants to table the approval of December 22nd minutes until review- Annette 2nd- All in favor
 - Sandra motions to table January 12th meeting minutes until reviewed. Diane 2nd- All in favor
3. Old Business
 - a. Juneteenth In-person Celebration Saturday, June 19th 2021
 - Preston- needs 2 plans, whatever is allowed multiple presentations, mixed with virtual and an educational component.
 - Annette- would like to see a physical element
 - Preston- suggest small gatherings, parade
 - Diane- wants to make sure the committee is in line with the vision and thoughts with Preston.
 2. Commissioner Preston vision of event
 - Preston- would like every district given information and make sure communication is observed
 - Janice- would like send a save the date notices to every address.
 3. Parade
 - Preston- would like to reach out to FAU/ or school that does some acting, to have a station with a performance of what was happening at the time vs where we are right now as America; acknowledge our history
 - Sandra- church has acting (betty) consider; Deerfield high school and people who grew up in Deerfield.
 - Janice- will reach out to Ebony O'Neil; Butts; David Barry
 - Sandra- will reach out to, Jeffery Betty; Quiet Waters; Somerset and Tedder
 - Diane- will reach out to Deerfield Beach Elementary and Deerfield Beach Highschool
 - Lawana- will reach out to Deerfield Middle and St Ambrose
 - Preston- would like a 3-day presentation
 - i. Route – St. Ambrose to Oveta McKeithen
 - ii. Times – 8:00 AM – 11:00 AM
 - iii. Grand Marshal
 - Diane- Suggest the grand marshal is a strong educator, such as Leola Brooks/Robert Dailey
 - Janice- suggest Mary Joyce, Ms. Court or Ms. Morris
 - Janice makes a motion should be between, Leola Brooks, Robert Bailey, Mary Joyce, ex commissioner and Sylvia Portiea. Sandra 2nd. All in favor.
 - i. Sponsors
 - Ashley- lets the committee know that Waste Management will sponsor \$500
 - Sandra motions to have Annette work with Ashley with sponsorships. Janice 2nd All in favor
 - i. Awards
 - Janice motions to have the city staff find quotes for t-shirts, medallions and plaques for the city. Diane 2nd. All in favor
 - i. Parade Management Company
 - Janice- Suggest Lacy Bits/Johnson

- Annette motions to table parade management company until the next meeting. Sandra 2nd. All in favor
 - i. Churches and organizations to reach out to
- Annette motions that she will reach out to the church and Janice will reach out contact organization and Ashley will send the list for the parade. Diane 2nd. All in favor.
- Janice would like a list of who participated in the last parade.
 - i. Theme
- Diane- suggest the theme be "Fostering Unity, Love, Hope and Peace.
- Sandra motions to accept the theme from Diane, Fostering Unity, Love, Hope and Peace. Annette 2nd. All in favor
 - 1. Leaders Car decoration – Brian
- 4. Car Show
- Janice wants to change the categories and give participants awards instead of making it competitive.
- Preston- believes that this event deserves an award.
 - i. Location - Parking Lot
- Oveta McKeithen parking lot
- 5. Picnic
- Annette motions to have Brian be in charge of the car show. Janice 2nd. All in favor.
- Annette motions to include the car show into the picnic, entertainer, bounce house, vendors and times. Janice 2nd. All in favor
- Diane motions to table items 3 and 4 to another date. Annette 2nd. All in favor.
 - i. Entertainer
 - ii. Bounce houses
 - iii. Vendors
 - iv. Times
- Sandra motion to table the time for car show. Diane 2nd. All in favor
- 6. Choir Conference
- Janice will reach out to all the churches
- Sandra makes a motion to reconsider the choir being a part of the event. Janice 2nd. All in favor.
 - i. Times
- Diane motion to table for future discussing base and Janice finding with churches and community if we can move forward. Annette 2nd. All in favor.
 - i. Location
- 7. Food Competition
 - Brian suggest Ribs vs Wings
 - Sandra motions to include Grill master challenge instead of food competition with ribs to be a part of the car show in the event.
 - i. Number of cooks
 - ii. Entry free
 - iii. Award
- 8. Honoring Vets – Gravesite Memorial
- 9. Brunch/Banquet
 - i. Date: Sunday, June 20th
- Diane motions to keeping the date as is. Sandra 2nd the motion. All in favor
 - i. Times:
- Janice motions 2pm-4pm. Sandra 2nd. All in favor
 - i. Location –
- OMRC football field

i. Caterer

- Janice motions to table with the understanding to bring forth caters and required taste test if no experience with them. Sandra 2nd. All in favor

i. Decorations

b. Service Project - Marquee

1. Location

2. Date- Tentative

- Ashley- Its against code, and working on revisiting the code with planning. Needs to go in front of commission and needs to be approved. May even be placed for the capital improvement department.

3. Sponsors

- Janice motions to table indefinitely this item (marque to bring ideas and locations) until next meeting. Diane 2nd. All in favor

c. Black History Month CRA window art

- Diane motions to have city staff to put Black Live Matter om the CRA window. Sandra 2nd. All in favor.

2. Theme

3. Artists

4. Students to volunteer

d. By Laws

- Sandra- motion to table for next meeting. Diane 2nd. All in favor

e. Logos

- Preston- thinks we need to find out the colors of Juneteenth.

4. Comments from the Chair & Vice Chair

- Sandra motions to approve logo, 2nd from the bottom right. Diane 2nd. All in favor.
- Lawana- Concerned on the length of the meetings
- Janice wants to add the committee logo to the next agenda.

5. Comments from Committee

- Diane- Consider time of the meeting, not to go so long. Also, Erica Davis wants to be invited to the next meeting.

6. Comments from Staff

7. Comments from Alternates

8. Comments from Public

9. Next Meeting – March 9th at 6:30 PM

10. Adjournment

- Sandra motions to adjourn meeting, Diane 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of March 17th, 2021 – 11:00 AM at

Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED AGENDA

Voting

Sandra Jackson
Diane Chisholm
Lawanna Strowbridge
Annette Mitchell
Gloria Docilait

Excused Absence

1. Call to order/roll call

- Meeting call to order @ 11:07am

2. Approval of Minutes

- Annette motions to approve February 11, 2021 minutes. Diane 2nd. All in favor
- Diane motions to approve December 22nd and January 12th minutes. Sandra 2nd. All in favor.

3. Old Business

- Ben Preston- We need to inquire with the Maverick Entertainment to be a part of Juneteenth.

b. Juneteenth In-person Celebration Saturday, June 19th 2021

1. Parade

- College bands
- Lawanna- wants to include UM
- Gloria- interested in bands and dancers

i. Times

- a. 8:00 AM – 11:00 AM
- b. 12:00 PM – 4:00 PM

ii. Car sponsor

- City staff will inquire with Toyota
- Annette request city staff to provide her with a sponsorship letter
- Annette motions for the city to use Toyota as a sponsor. Diane 2nd. All in favor.

i. Parade Management Company

- Ben P. suggest to start marketing to educate the community about Juneteenth
- City staff instructed to provide sponsorship letter to share to the whole committee.
- Sandra motions to use the same parade company as MLK. Gloria 2nd. All in favor

i. Medallions & T-shirts

- Diane motions to move forward with t-shirts. Annette 2nd. All in favor
- Sandra motion to have white t-shirts. Gloria 2nd. All in favor.

2. Rib Competition/Car Show/Picnic

- City staff sent applications to 6 vendors

i. 4:00 PM – 9:00 PM

- City to get permission for parking garage/shopping center.

i. Map

- Diane motions to ask city staff to use the parking and front field at Oveta McKeithen for the rib cook off. All in Favor

- i. Applications
- ii. Additional food vendors
 - Sandra motions that we charge business vendors \$25 and \$50 for food vendors. Diane 2nd. All in favor
- i. Other vendors
- ii. Entertainment
 - Diane recommends Rout 5 to be an entertainer
 - Sandra recommends Jeffery
- 1. 4:00 PM – 5:30 PM
- 2. 6:00 PM – 7:30 PM
- 3. 8:00 PM – 9:00 PM
- ii. Movie
 - Ashely bring budget to next meeting, and send videos and amount it will be for licensing
 - Diane will send arcade truck to the city
 - Lawana reached
- 3. Brunch/Banquet Sunday, June 20th 2021
 - i. Times: 2:00 PM – 4:00 PM
 - ii. Location
 - 1. Gym
 - Plan A
 - 1. OMRC Fields
 - Plan B
 - i. Caterer
 - Ashley- to inquire with Carolyn to decorate and cater under \$5k.
 - i. Decorations
 - ii. Theatre groups
 - iii. Honoring Vets – Gravesite Memorial in the morning performance
 - Ashley received approval to assist with the city needs, 21-gun salute and color guard.
 - Ben would like to have staff reach out to the neighborhood cities to attend the ceremony.
- c. By Laws
 - Diane motions to have By Laws for the next meeting. Sandra 2nd. All in favor
 - Committee ask city staff to send the by-laws to Gloria and Bari
- ii. Agenda
- d. Logos
 - Diane motions to approve the Juneteenth logo and the Board logo to be similar. Sandra 2nd. All in favor.
- 4. Comments from the Chair & Vice Chair
- 5. Comments from Committee
 - Annette would like the budget on the agenda for the next meeting
- 6. Comments from Staff
- 7. Comments from Alternates
- 8. Comments from Public
- 9. Next Meeting – April 5th at 6:30 PM
- 10. Adjournment
 - Diane motions to adjourn the meeting. Annette 2nd. All in favor.



Meeting Minutes

Community Redevelopment Agency

Tuesday, March 10, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Chair Bill Ganz at 7:00 p.m., in the City Commission Chambers, 150 NE 2nd Avenue, Deerfield Beach, Florida.

Present: 5 - Mr. Todd Drosky
Mr. Michael Hudak - via Zoom
Mr. Ben Preston - via Zoom
Vice Chair Bernie Parness
Chair Bill Ganz

Also Present: 3 - City Manager David Santucci
City Attorney Anthony Soroka
Assistant City Clerk Heather Montemayor

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Community Redevelopment Agency Meeting Minutes

MOTION was made by Mr. Preston, seconded by Vice Chair Parness, to approve the February 9, 2021 minutes as submitted. Voice Vote:

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

Nays: 0

APPROVAL OF COMMUNITY REDEVELOPMENT AGENCY AGENDA

March 10, 2021

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

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

Nays: 0

GENERAL ITEMS

1. Presentation from Bermello Ajamil regarding design options for the Sullivan Park Facility.

Kris Mory, Director of Economic Development, said based on the Board's comments from the last meeting, James Bowers, Bermello Ajamil, will provide a brief presentation of additional design options for the proposed Sullivan Park facility.

Schematic Options - Mr. Bowers outlined three (3) systematic options for Sullivan Park Phase II: Charlotte Burrie Civic Center, existing Sullivan Park architecture and a hybrid option of Option 1 & 2, previously requested by the Board.

Option 1 - Mr. Bowers displayed photographs of the original design for Option 1, which consisted of designs related to the Charlotte Burrie Civic Center. The Board spoke in opposition to the uncovered trellis, width of the staircase and transparency on the façade from the glass windows; however, the Board spoke in favor of the horizontality and verticality of the design, as well as the wood veneers and white bands that connected all façades.

Continuing, Mr. Bowers displayed various photographs of the updated Civic Center design. He explained that the terrace area is covered, and the staircase has been narrowed and shifted to the north to allow for an ADA accessible sidewalk. He said the view from Hillsboro Boulevard did not change much; however, an aluminum panel was incorporated into the design to eliminate the glass windows, reduce heat exposure and allow for the Sullivan Park sign. Furthermore, the vertical columns, colors, horizontality, the bands and wood tones remain the same.

Option 2 - Mr. Bowers said Option 2 was previously provided to the Board and consisted of designs related to the existing Sullivan Park architecture. Thereafter, various photographs of the existing architecture at Sullivan Park were displayed. The Board spoke in opposition of the dark colors and hardie board; notwithstanding, the Board spoke in favor of the roofline.

Option 3 (Hybrid) - Mr. Bowers said the wood paneling has been incorporated into the hybrid option, and there are horizontal lines that go from façade to façade, as well as increased brightness of the hardie board. Thereafter, various photographs of the hybrid option were displayed. He explained that the roof was extended to the westside of the façade to accentuate the horizontality with the white color of the stucco. Additionally, the Deerfield Beach logo has been incorporated to the southeast façade. On the westside above the wood paneling and grey wall, there are vertical reveals right below the roofline to make the corner stand out. The staircase has also been narrowed and the light wood paneling in Option 1 has been incorporated into all surfaces; the horizontal white bands have also been included to separate the warmth of the wood and hardie board materials.

Chair Ganz opened the public hearing.

Lisa Gilmartin, 1627 Riverview Road, Deerfield Beach, asked if the walkway on the corner of Riverview Road and Hillsboro Boulevard can be expanded and if there's consideration for pedestrian protection on the eastern corner from weather and traffic. Lastly, she said the building seems very overdone, whereas, the residents were under the impression that it was going to blend in with the area and be more subdued.

Chair Ganz closed the public hearing.

Option 3A - Mr. Bowers said staff expressed security and safety concerns; therefore, the staircase in Option 3A is on the northside of the façade and is enclosed and the doors are secured.

Mr. Drosky spoke in opposition to the removal of the staircase on the eastside. He spoke in favor of the Deerfield Beach logo on the southeast side of the façade in the hybrid option but spoke in opposition to the single column on the terrace area. He suggested adding the columns from the terrace area in Option 1 to the hybrid option, as it is more open and will mesh well with the city logo. Furthermore, he spoke in support of the Sullivan Park sign and agreed that it will help eliminate heat exposure; however, he suggested removing the green underneath the window, to the left.

Mr. Hudak spoke in favor of the roofline in the hybrid option.

GENERAL ITEMS – CONTINUED

In response to Mr. Hudak's question, Mr. Bowers replied that the usable square footage is the same in all design options.

Mr. Hudak said the glass windows have been addressed on a portion of Option 1, but additional shading material would be needed for an event which would increase expenses. Further, he is in favor of either option but spoke in support of Option 3. Lastly, Mr. Hudak agreed with Mr. Drosky to keep the staircase on the eastside.

Mr. Preston spoke in favor of Option 1.

Vice Chair Parness spoke in favor of Option 2 but disagreed with the dark wood color on the bottom floor facing Hillsboro Boulevard; therefore, he suggested incorporating the bottom floor in Option 1 into design Option 2.

Chair Ganz reopened the public hearing.

Nancy Rinderman, 1631 Riverview Road, Deerfield Beach, spoke in favor of either of the options, but stated that the staircase near the bridge is used as a urinal and expressed concerns with the same being done to this staircase. Further, she expressed concerns with the lighting and asked if there will be dimmers.

Chair Ganz replied that staff would have the ability to adjust the lights.

Leonard Arabia, 2051 SE 3rd Street, Deerfield Beach, asked if a cost analysis has been performed on each design.

Ms. Mory replied that a cost analysis has not been performed. The Board is simply selecting an architectural style and preference. Once selected, staff will move forward with the preliminary design phase and when the design is at 50%, staff will bring the first cost estimate to the Board from the construction cost analysis.

In response to Chair Ganz's question, Ms. Mory replied that a minimum and maximum budget can be discussed, but regardless of the cost, the project cannot be budgeted into one (1) fiscal year, whereas, tax increment revenue from two (2) years will be needed to accomplish this project.

Lisa Gilmartin, 1627 Riverview Road, Deerfield Beach, said she was under the impression that money had been allocated for this project, and would not impact the residents' taxes.

Chair Ganz replied that it is CRA money that will be used over two (2) fiscal years.

Ms. Gilmartin said the buildings are more of a California style and do not fit into the area. She asked if staff has thought about matching it to the Kirk Cottrell Pavilion.

Chair Ganz said the intent is to have it match the existing Sullivan Park facility.

Ms. Gilmartin expressed concerns with the process moving so fast without the public being more involved; therefore, she suggested tabling the item, so additional input can be provided by the community. She also asked for clarification on the windows on the eastside of the façade, if additional landscaping would be installed and if the footprint would increase.

Chair Ganz replied that the footprint will not and that the landscaping will be discussed later.

In response to Ms. Gilmartin's question, the glass windows on the eastside of the façade will have some type of shading structure and will be utilized as office space for city staff.

Chair Ganz closed the public hearing.

In response to Mr. Hudak's question, Mr. Bowers replied that the windows on the eastside will have landscaping underneath and around it, but an additional shade structure could be implemented.

GENERAL ITEMS - CONTINUED

Motion was made by Mr. Hudak to approve the hybrid option suggested by Mr. Drosky.

Chair Ganz stated that based on the Board's feedback, additional modifications need to be done; therefore, he recommended tabling the item to address the modifications. Further, he advised that although a full cost estimate cannot be provided, if a design cost is dramatically different, it should be mentioned.

Ms. Mory stated that at the last meeting, Mr. Bowers did provide a breakdown of construction costs based on the proposed square footage, which can be brought back as well.

Mr. Preston suggested informing the community about this project so their input can be provided at the next meeting.

Chair Ganz agreed, but stated that the design has been presented at two (2) meetings; nevertheless, additional public feedback would be helpful.

Mr. Hudak withdrew his motion.

It was the consensus of the Board to table the item until May 11, 2021.

ADMINISTRATION COMMENTS**CRA DIRECTOR**

Community Policing Program - Kris Mory, Director of Economic Development, said authorization has been provided to allow for additional deputies in the CRA area. She thanked Lieutenant Adam Hofstein for properly staffing the CRA area with the additional deputies.

CITY MANAGER

None.

CITY ATTORNEY

None.

BOARD COMMENTS**MR. HUDAK**

None.

MR. PRESTON

None.

MR. DROSKY

None.

VICE CHAIR PARNES

None.

BOARD COMMENTS - CONTINUED**CHAIR GANZ**

None.

PUBLIC COMMENT

Leonard Arabia, 2051 SE 3rd Street, Deerfield Beach, said he spoke to city staff regarding the broken/malfunctioning stanchions on SE 2nd Street to the Embassy Suite and asked if they will be replaced or fixed.

Kris Mory, Director of Economic Development, replied that due to procurement issues it has been delayed; nevertheless, an item will be brought forward at the next meeting to discuss the design replacement for the turtle friendly bollards from the Kirk Cottrell Pavilion to SW 10th Street, whereby, CRA will only pay for the bollards within the CRA area.

Chair Ganz stated that the CRA is limited on where they can provide funding. He advised that staff has had issues with the stanchions, as they were unique to one (1) single source that is no longer in business; therefore, whatever is installed must be turtle friendly.

Lisa Gilmartin, 1627 Riverview Road, Deerfield Beach, asked if kayaking can be brought back to Deerfield Island Park; whereas, the kayak stand at the bridge is extremely costly.

Ms. Mory replied that Deerfield Island Park is a county park, and the kayak stand underneath the bridge is a private entity; however, city staff is working on a procurement process to offer rentals or watersports at Sullivan Park.

ADJOURNMENT

MOTION was made by Vice Chair Parness, seconded by Mr. Drosky, to adjourn the meeting at 7:54 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, CHAIR

Samantha Gillyard, CMC, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
March 24, 2021**

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

Roll call showed:

Present: Harry Belton, Chair
 Terrance Glunt, Vice Chair
 Jack Hugentugler

Also Present: Anthony Soroka, City Attorney
 Eric Power, Director of Planning and Development Services
 Tracy Britten, Administrative Support Specialist

Absent: Jerry Dubois
 Patrick Morris
 Mark Damiano, Alternate

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve the January 13, 2021 & January 27, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6985 Divito Family Trust
 1320-1380 S Federal Hwy.
 Building Paint Change**

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

The applicant discussed the color choice: Interior Gray that will be used to change the building paint color and monument sign base. Tricorn Black will be painted on the roof and sign letters; Pure White will be painted on the under walkway.

Vice Chair Glunt advised that the sign band portion of the building be painted a lighter gray than the proposed color selection Interior Gray.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6985 with conditions. The motion CARRIED by unanimous vote.

#6987
1500 SE 3rd Ct LLC
1500 SE 3rd Ct.
Minor Site Plan Modification

The proposed scope of work includes renovation of interior and exterior of the existing building and the addition of 48 (forty-eight) outdoor seats under the covered walk. Additional landscape and irrigation will be located in the newly planted landscape area. The curbside parking will be adjusted and a new dumpster enclosure will be placed on the property.

The material of the cladding on the north and south elevation will be Stone Veneer and the color choice will be Random Ashlar Texas Tan or Approved Equal. The accent color choices: Cloudburst, Westhighland White and Slate Tile will be painted on the north, south and west elevations. The building will be painted Aesthetic White, the roof on the south elevation will be tinted glass with the color choice of Azuria or Approved Equal. The metal railing material is prefabricated metal and the color will be Anodized Aluminum.

The applicant discussed the following trees that will be planted on the property. One (1) Coconut Palm, four (4) Gumbo Limbo Trees, nine (9) Jamaican Caper Trees and four (4) Washington Palms. Newly installed landscape shall be irrigated with an automatic sprinkler system providing 100% coverage.

Mr. Hugentugler advised that the four (4) Washingtonia Robusta Trees on the west elevation be changed to four (4) Gumbo Limbo Trees.

Mr. Hugentugler made a motion, seconded by Vice Chair Glunt to approve Item #6987 with conditions. The motion CARRIED by unanimous vote.

#6988
Trail Plaza LLC
1801-1825 & 1831-1919 W Hillsboro Blvd.
Minor Site Plan Modification

The proposed project consists of exterior façade improvements to the existing one-story shopping center and the scope of work includes: new exterior finishes and decorative features along the front and side facades of the existing buildings.

All existing dumpster enclosures will be patched, repaired and painted Folkstone and Functional Gray. The existing perimeter fences and walls will be painted Agreeable Gray and High Reflective White. Functional Gray will be painted on all existing metal doors at the rear elevations. The existing clay roof tile will be painted Light Gray Range and the canopy and fascia will be aluminum.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6988 as

submitted. The motion CARRIED by unanimous vote.

**#6989 Deerfield Church of Christ
360 SW 2nd Ave.
Major Site Plan Modification**

Eric Power, Director of Planning and Development Services, displayed images captured via Google maps. Thereafter, he provided a brief overview regarding the major site plan modification.

Additional parking will be added to the property and will consist of twenty-four (24) parking, two (2) of the parking spaces will be designated for handicap, fourteen (14) will be for compact spaces and eight (8) standard parking. The building will have a stucco finish and painted White Wisp, the fascia roof material will be painted Caliente, the roof fiberglass shingles will be Russet Red. The doors, decorative columns, and railings will be painted White Wisp.

Also, the monument sign will be a double sided lightbox sign with red letters on white background. The sign base will be a stucco texture and painted Fusion. Four (4) Parking Islands Trees will be planted as well as eight (8) Parking Buffer Trees.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6989 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, provided a brief summary of Senate Bill 522 and House Bill 219, Vacation Rentals, the City may not prohibit vacation rentals or regulate the duration and frequency of those rentals; however, the City can enforce registration of the vacation rental and obtain an emergency contact if there is an issue with the rental.

Staff will continue to track the outcome of Senate Bill 596 and House Bill 6023, the Preemption of Tree Pruning, Trimming, and Removal. Also, Senate Bill 284 and House Bill 55, Building Design Elements. Mr. Soroka will provide the necessary updates as they are become available.

Comments by Deerfield Beach Planning and Development Services Department

Eric Power, Director of Planning and Development Services, advised that the next meeting maybe canceled because there are no current items for review; however, his staff will communicate with the board as to when the next meeting will be held. Also, Century Village East Master Management would like to postpone Item # 6983, from January 27, 2021, to complete the Military (Trail) side of the project prior to returning to the board for approval of the Hillsboro side of the project.

ADJOURNMENT

Chair Belton adjourned the meeting at 8:07 p.m.

Harry Belton, Chair
Community Appearance Board

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 9, 2021

Eugene Seinfeld

Presiding

Special Magistrate Eugene Seinfeld in the City Commission Room called the meeting to order at 9:30 A.M.

PRESENT: Bernard Pita, Code Compliance Manager
Lenore Graber, Senior Code Compliance
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Shariann Pearson, Special Magistrate Clerk

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

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
3	20120006	ARGYROPOULOS,DORA	865 SE 21 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards	RESPONDENT NOT PRESENT CONTINUED TO 4-13-2021
8	21010017	FAUSTIN,MARIE ROSE	1041 SW 11 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY \$80 PROSECUTION COST

				PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading	
10	20110021	HILL,JOHN R & ALDEAN	400 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND	RESPONDENT WAS PRESENT- JOHN HILL CONTINUED TO 4-13-2021

				BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	
11	20100073	BURGOS,JIMMY D	257 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (a) - Parking prohibitions; enforcement	REPODENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117. (b) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading	
12	20100025	LORMEUS,MARILIA & ESPERA	4141 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-5-2021 FOR \$100 PER DAY PER VIOLATION

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 66 - TRAFFIC AND VEHICLES BSO ENFORCED - REGULATION Section 66-61(b). - Parking of commercial vehicles on public streets and commercially zoned property Chapter 98 - LAND DEVELOPMENT REGULATIONS -	
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				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
13	20100031	CROISSY,ANTONINE H/E PIERRE,GERARD JEAN EST	231 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-5-2021 FOR \$100 PER DAY PER VIOLATION
16	20110050	2201 REALTY LLC	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND	RESPONDENT WAS PRESENT- LUIS GUERRERO CONTINUED TO 5-11-2021

				DEVELOPMENT CODE Section 98-16 - Maintenance of development	
18	21010012	EVERGREEN REAL SOLUTIONS LLC	531 SW 3 AVE, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT WAS PRESENT- KEITH STEVENS FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST
19	21010032	VIL,ARNOLD S	5050 NE 10 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	RESPONDENT WAS PRESENT- ARNOLD VIL CONTINUED TO 3-9-2021
22	20120017	133 NW 7 CT LLC	133 NW 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for	RESPONDENT NOT PRESENT CONTINUED TO 3-9-2021

				yard and landscape areas. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading	
24	20110059	THOMPSON,VERNON	465 NW 2 TER, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-5-2021 FOR \$100 PER DAY PER VIOLATION

				Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section	
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				58-3. - Maintenance of area	
25	20030025	ROCLAR CO	340 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT WAS PRESENT- KYLE COOPER EXTENDED TO 3-5-2021
26	20020064	BUCKLEY,EDWARD	3350 SW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION
35	20110005	EDWARDS,DOUGLAS & GEORGETTE	260 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) -	RESPONDENT NOT PRESENT CONTINUED TO 3-9-2021

				Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69. (g) - Preparation and storage of residential refuse	
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				Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	
36	20110006	FAIRWAY FINANCIAL ASSOCIATES LLC /BTR/CU	10 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

37	20110007	PATHWAY VENTURES, LTD.	2301 W SAMPLE RD, DEERFIELD BEACH, FL 33073 1-1A	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY PER VIOLAT ION \$80 PROSECUTION COST
39	20110051	WEINGARTEN REALTY INVESTORS %PAUL WILKE	3650 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 2 SPECIAL EVENTS Sec. 2-541(a) - Permit required for special events	RESPONDENT WAS PRESENT- DAVID ARMSTRONG FINDING OF FACT ORDER ISSUED COST WAIVED
40	20110054	KAS DEERFIELD	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 103	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	\$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
41	20110055	KAS DEERFIELD LLC	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 103	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021
43	20110056	MR ED CRAB'S WORLD LLC	861 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT- KENNETH YORK

				Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local	FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	
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				SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	
44	20110057	BROOKS,ALTA LE MCDONALD,LINDA	1211 SW 11 AVE, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY 3-5-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
45	20120031	JOE H SCOTT SR LIV TR SCOTT,JOE H & LORETTA A TRSTEES/ BTR	200 LOCK RD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				business tax receipt required	COMPLY BY 3-5-2021 \$100 PER DAY \$80 PROSECUTION COST
48	21010005	AW HOLDINGS DEERFIELD INC	1245 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021

				REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	
49	20110029	825 FLORIDA PROPERTY LP	825 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY \$80 PROSECUTION COST
50	20100059/cm/cost	CRYSTAL POINTE COMMERCIAL PROPERTIES, LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
51	20100060	CRYSTAL POINTE COMMERCIAL PROPERTIES, LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT NOT PRESENT EXTENDED TO 3-5-2021

52	20100080	2201 REALTY LLC /SIGNS	2215 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited	RESPONDENT WAS PRESENT- LUIS GUERRERO EXTENDED TO 4-9-2021
53	20090077	BATMASIAN JAMES H & MARTA T./BTR	168 NW 1 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT WAS PRESENT- DONALD ANDERSON CERTIFIED WITH \$80 PROSECUTION COST
54	20100043	NEWCASTLE INVESTMENTS LLC / BTR	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required	RESPONDENT WAS PRESENT- DONALD ANDERSON FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY \$80 PROSECUTION COST
55	20030091	GATEWAY POWERLINE BP LLC %STOCKBRIDGE CAPITAL GROUP/BTR CU	4100 N POWERLINE RD, DEERFIELD BEACH, FL 33073 F1-F5	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WAS PRESENT- CESAR FIGUEROA FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY \$80 PROSECUTION COST

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	
57	20020093	ARCHDIOCESE OF MIAMI ST AMBROSE CHURCH/ TREE PRESERVATON	380 S FEDERAL HWY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY \$80 PROSECUTION COST

58	20100010	UNITED STATES POSTAL SERVICE / Attorney Isabel M. Robison	212 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441	Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT CONTINUED TO 4-13-2021
62	20110043	PETRIE,MARY PATRICIA	360 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-5-2021 \$100 PER DAY \$80 PROSECUTION COST
63	21010174	JOSEPH, MANOUCHEKA	4603 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (c) - Storage and	RESPONDENT NOT PRESENT

				accumulation of refuse and solid wastes Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	FINDING OF FACT ORDER ISSUED COST WAIVED
64	20030068	HARRISON,PAULA Z	3830 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-9-2021
65	20010126	MICHAEL,HILARY S	153 GRANTHAM C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- HILARY MICHAEL FINAL ORDER ISSUED COMPLY BY 5-7-2021 \$100 PER DAY \$80 PROSECUTION COST

66	20010173	ROYAL GENERAL SERVICES LLC	4357 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CONTINUED TO 3-9-2021
67	20010236	EDWARDS,MERRILEE D	521 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MERRILEE EDWARDS CONTINUED TO 5-11-2021
68	20120015	FLORES,ALEYDA	304 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT CONTINUED TO 3-9-2021

				REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
69	20120071	SCIOLINO,VITO	691 SW 14 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021
71	20020050	TORCON USA INC	1273 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT WAS PRESENT- ADRIANO CARTELLI EXTENDED TO 3-9-2021

				REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY	
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				REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(L)(1) (a- g) - Tree preservation Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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72	19120081	ALBURY,MARSHA J ALBURY,TANESHA	4183 CRYSTAL LAKE DR, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-7-2021
73	20100064	LPCA INVESTMENTS LLC	4345 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-9-2021
74	21010011	TORCON USA INC	1273 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas.	RESPONDENT WAS PRESENT- ADRIANO CARTELLI EXTENDED TO 3-9-2021
75	20020026	JUSTIN, JOHNSON JUSTIN, MURAL	3205 SW 2 CT, DEERFIELD	Chapter 14 - BUILDINGS AND BUILDING	RESPONDENTS WERE PRESENT- WISLANDE HILAIRE

			BEACH, FL 33442	REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (d)- Minimum standards for maintenance of premises Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (2) (a) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements	JUSTIN JOHNSON EXTENDED TO 5-7-2021
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				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (b) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
76	20100039	COOPER, H DOUGLAS COOPER, TATIANA	232 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- JEFFERY WALKER EXTENDED TO 3-5-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	
A	20090030	MORENO, MARCELO MAIA	1321 SW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement	RESPONDENT NOT PRESENT VACATED IMPOSITION OF FINE AND CLAIM OF LIEN
B	19070057	FUSIKOVA, IVANA/MICHAEL ALMEDIA	261 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT-MICHAEL ALMEDIA FINES MITIGATED FOR \$1,280 TO BE PAID BY 3-9-2021

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80.(v) - Landscape requirements	
C	15-301	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-77 Sec. 34-82 Nuisance Abatement Program	RESPONDENT WAS PRESENT- MARCO DUTRA FINES MITIGATE FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
D	14-1497	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-77 Sec. 34-82 Nuisance Abatement Program	RESPONDENT WAS PRESENT- MARCO DUTRA FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
E	99-497	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-91- Inoperative vehicle parking	RESPONDENT WAS PRESENT- MARCO DUTRA FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
F	98-2093	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-91- Inoperative vehicle parking	RESPONDENT WAS PRESENT- MARCO DUTRA

				98-75 Hedges, wall and fences	FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
G	97-1335	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-91- Inoperative vehicle parking	RESPONDENT WAS PRESENT- MARCO DUTRA FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
H	3-3288	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-91- Inoperative vehicle parking 98-75 Hedges overgrown	RESPONDENT WAS PRESENT- MARCO DUTRA FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
I	01-3244	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	34-91- Inoperative vehicle parking 98-75 Hedges, wall and fen	RESPONDENT WAS PRESENT- MARCO DUTRA FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
J	15090103/ \$80	MILLER ROSA EST/MARCO DUTRA	610 SW 11 ST, DEERFIELD BEACH, FL	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. -	RESPONDENT WAS PRESENT- MARCO DUTRA

				ABANDONED REAL PROPERTY Section 34-100. (a) - Registration of abandoned real property	FINES MITIGATED FOR \$2,580 FOR ALL CASES TO BE PAID BY 3-9-2021
K	20050005	111 SE 9 STREET LLC	111 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT FINES WERE PAID. NO ACTION REQUIRED

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Seinfeld, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 9, 2021

Eugene Steinfeld

Presiding

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

PRESENT:

Bernard Pita, Code Compliance Director
Lenore Graber, Senior Code Compliance Inspector
Gregory Wienbarg, Code Compliance Inspector
Jean Placide, Code Compliance Inspector
Angelica Morales, Code Compliance Inspector
Marcio Chaves, Code Compliance Inspector
Sheryl Salvage, Code Compliance Inspector
Silvio Baca, Code Compliance Inspector
Winlett Jordan-Banton, Special Magistrate Clerk

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

#	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
5	21010042/ post	HILLSBORO RIVER APARTMENTS LLC	93 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS -	
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				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
6	21010044	HOLSTON,JARAE VICTUS & YOLANDA	342 SW 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 66 - TRAFFIC AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY PER VIOLATION

				VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. FIRE PREVENTION CODE F-103.2.9.5 Hurricane Protection Devices - Shutters Up After Storms	\$80 PROSECUTION COST
8	21010049/ post	HILLSBORO RIVER APARTMENTS LLC	73 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY PER VIOLATION

				REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	\$80 PROSECUTION COST
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
9	21010052	GATTI,SUZANNE	700 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER

				Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	DAY PER VIOLATION \$80 PROSECUTION COST
10	21010017	FAUSTIN,MARIE ROSE	1041 SW 11 CT, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-5-2021 FOR \$100 PER DAY
11	21010489/ post	ARES,CHANTAL	1248 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENT NOT PRESENT CONTINUED TO 4-13-2021

				REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	
12	21010496/ vacation rental	LIU,XU	1532 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 FOR \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
13	20100039/ vacation rental	COOPER,H DOUGLAS COOPER,TATIANA	232 SE 18 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT EXTENDED TO 4- 9-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	
16	21010036	US BANK TR NA TRS % RESICAP	4513 SW 13 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-75(1)(a,b,c.) - Residential walls, fences and hedges.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY \$80 PROSECUTION COST
20	21010031	SAINT-CYR,FEDELINE ALEXIS SAINT-CYR,JEAN CLAUDE	251 NW 38 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR	RESPONDENT NOT PRESENT FINAL ORDER ISSUED

				MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	COMPLY BY 4-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
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21	21010058	MCKINNEY, CHERYL A H/E MCKINNEY, MALCOLM J	3864 NW 2 CT, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT – MALCOLM MCKINNEY CONTINUED TO 5- 11-2021
65	21010139	ALEXANDRA T JANSSEN REV TR JANSSEN,ALEXANDRA TRSTEE	17 DEER CREEK RD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENTS WAS PRESENT – ALEXANDRE T. JANSSEN FINAL ORDER ISSUED FOR ALL CASES ITEMS 23- 84 \$100 PER DAY \$80 PROSECUTION COST
Item 23 to 84	21010089/ to 21010159 landscape	41 DEER CREEK ROAD G102 LLC	41 DEER CREEK RD, DEERFIELD BEACH, FL 33442 G102	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH	RESPONDENTS WAS PRESENT – ALEXANDRE T. JANSSEN CONTINUED TO 6- 8-2021

				LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	
85	21010550	MOYER,WENDY MOYER,KRISTA ETAL	1030 SW 7 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY \$80 PROSECUTION COST
88	20100058	SML DEERFIELD BEACH LLC % THE WINGS GROUP	2020 NE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – NISSIM BARUCH CONTINUED TO 5-11-2021
89	20020113	WATERFORD COURTYARDS@CRYSTAL	2911 SW 12 ST, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WAS PRESENT –

		LK NORTH HOA INC %LUXE PROPERTY MGT	BEACH, FL 33442	ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	STEVEN ANDERSON FINAL ORDER ISSUED COMPLY BY 6-4- 2021 \$100 PER DAY \$80 PROSECUTION COST
93	20110014/ zoning/ post	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT PENDING HEARING DATE PER CITY ATTORNEY

94	20110015/ post	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Unincorp Area Codes ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39- 295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance.	RESPONDENT NOT PRESENT PENDING HEARING DATE PER CITY ATTORNEY
95	20110017/ post	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses.	RESPONDENT NOT PRESENT PENDING HEARING DATE PER CITY ATTORNEY
96	21010054/ business tax	3275 WEST HILLSBORO PLAZA REALTY LLC	3275 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT	RESPONDENT WAS PRESENT – YUVAL JACOB CONTINUED TO 4- 13-2021

				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	
99/DISMISSED	21010565/ post	14-34 31 AVENUE LLC	201 SE 15 TER, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT CASE WAS DISMISSED
101	20020093	ARCHDIOCESE OF MIAMI ST AMBROSE CHURCH	380 S FEDERAL HWY, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT

			BEACH, FL 33441	SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	FINES IMPOSED AF OF 3-5-2021 FOR \$100 PER DAY PER VIOLATION
102	20100043	NEWCASTLE INVESTMENTS LLC	501 E SAMPLE RD, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT – DONALD ANDERSON FINAL EXTENSION GIVEN UNTIL 4-9- 2021
103	20100045	RT22 CREATIONS INC.	111 SE 9 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT NOT PRESENT

				Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT	EXTENDED TO 4-9-2021
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				REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
104	20110006/ cm with cost	FAIRWAY FINANCIAL ASSOCIATES LLC	10 FAIRWAY DR, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT REQUEST TO VACATE FINAL ORDER
105	20110007	PATHWAY VENTURES, LTD.	2301 W SAMPLE RD, DEERFIELD	Chapter 38 - FINANCE AND TAXATION Section	RESPONDENT NOT PRESENT

			BEACH, FL 33073 1-1A	38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	EXTENDED TO 4- 9-2021
106	20110029	825 FLORIDA PROPERTY LP	825 NE 42 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT EXTENDED TO 4- 9-2021
107	20110054	KAS DEERFIELD LLC	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 103	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT - MIKE ROSAN EXTENDED TO 4- 9-2021

				SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	
108	20110056	MR ED CRAB'S WORLD LLC	861 NE 44 ST, DEERFIELD BEACH, FL 33064	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98- 161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT – KENNETH YORK EXTENDED TO 4-9-2021
109	20110057	BROOKS,ALTA LE MCDONALD,LINDA	1211 SW 11 AVE, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-5-2021

				Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	FOR \$100 PER DAY PER VIOLATION
110	20120031	JOE H SCOTT SR LIV TR SCOTT,JOE H & LORETTA A TRSTEES	200 LOCK RD, DEERFIELD BEACH, FL 33442	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-5-2021 FOR \$100 PER DAY
111	19100172	TRUE VINE CHURCH	408 NW 1 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT WAS PRESENT- WALLACE MCLEOD EXTENDED TO 6-4-2021

				Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading.	
112	20100060	CRYSTAL POINTE COMMERCIAL PROPERTIES, LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 102 - SIGNS Section 102-7. (3)- Certain sign or sign structures prohibited.	RESPONDENT NOT PRESENT EXTENDED TO 4-9-2021
113	20110005	EDWARDS,DOUGLAS & GEORGETTE	260 NE 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY PER VIOLATION

				BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas. Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	\$80 PROSECUTION COST
114	20090014	CPE ASSOCIATES	1191 E NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT – JAMES YOUNG FINAL CONTINUANCE GIVEN UNTIL 4-13-2021
115	20110043	PETRIE,MARY PATRICIA	360 NW 38 WAY, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT – MARY PETRIE EXTENDED TO 4-9-2021

116	19090104	STYLES,BETTYE	930 NE 51 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements.	RESPONDENT NOT PRESENT CONTINUED TO 4- 13-2021
117	21020058	COPELAND,JIMMY L & ALLYSON L	4342 NW 1 TER	Chapter 66 - TRAFFIC AND VEHICLES ARTICLE II. BSO ENFORCED- STOPPING, STANDING, PARKING; DIVISION 3. - REGULATIONS, GENERALLY · Section 66-56(1)(L). - Prohibitions relative to stopping, standing or parking in specific places.	RESPONDENT NOT PRESENT CONTINUED TO 4- 13-2021
120	20120049	FLYNN,MATTHEW S & FLYNN,PAULA	3 SW 13 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT NOT PRESENT CONTINUED TO 4- 13-2021

				ENFORCEMENT Section 98-113(a) Building permits	
121	20120065/ bldg/ post	LIPSZYC, RENATA JOANNA	2400 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 507-1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – RENATA LIPSZYC CONTINUED TO 5- 11-2021
122	20120067	HARVIG PROPERTIES LLC	4750 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – HARVIG VOLDEMAR CONTINUED TO 4- 13-2021
123	20120054	POMPANO 41 CT LLC	261 NE 39 CT, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT – JEFFERSON RIBEIRO

			BEACH, FL 33064	SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY \$80 PROSECUTION COST
124	20120057	HO,DUC C HO,JENA PHUONG	374 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY \$80 PROSECUTION COST
125	20030079	HANDSHUH,ANA G	195 NEWPORT L, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY \$80 PROSECUTION COST

127	20010223	GOWDY,FRANKIE LEE	810 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				Section 98-113(a) Building permits	
128	20010224	BEAUBRUN,EDITH	820 SW 14 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
129	20010229	JEAN-LOUIS,MARIE L JEAN- LOUIS,EVINTZ & DAVID	681 SW 10 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) -	RESPONDENT NOT PRESENT

				Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES	FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
130	20010230	FERNANDEZ,SUCRISULIVAN SEGURA,ROGELIA	651 SW 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST

131	20010260	BPREP DEERFIELD PARK LLC %BROOKFIELD PROPERTY GROUP	674 S MILITARY TRL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9-2021 \$100 PER DAY \$80 PROSECUTION COST
132	20010150	AR INVESTMENTS & TRADE LLC	220 NW 46 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

133	19120080/ bldg	BENAC,CID	4018 CAMBRIDGE A, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT EXTENSION WAS DENIED
134	20030068	HARRISON,PAULA Z	3830 NE 4 TER, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5- 11-2021
135	20120015	FLORES,ALEYDA	304 NW 43 PL, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENT WAS PRESENT – ALEYDA FLORES FINAL ORDER ISSUED COMPLY BY 4-9- 2021

				ENFORCEMENT Section 98-113(a) Building permits	\$100 PER DAY \$80 PROSECUTION COST
136	20100064/ bldg	LPCA INVESTMENTS LLC	4345 NW 6 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY \$80 PROSECUTION COST
137	20090019/ bldg	RAYMOND, CYNTHIA	1108 SE 10 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – ROBERT RAYMOND FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY \$80 PROSECUTION COST

138	19120084	TORTORICI,SERAFINA LE CANTAZARO,PELLEGRINO LE ETAL	3039 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY \$80 PROSECUTION COST
139	20010007	DUARTE,AMAURO MEIRELES GONCALVES,ROXILANDREY CORREA	227 PRESCOTT L, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY \$80 PROSECUTION COST
140	18040057/ dismissed new owner	MILLER,SHIRLENE A H/E MILLER,DAVID	561 SE 2 ST, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT NOT PRESENT CASE WAS DISMISSED

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION	
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				Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	
144	20020038	FIDELE,GERARD	3911 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-11-2021
145	20020043	BRADLEY,PHILIP E	4330 NW 12 AVE, DEERFIELD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT

			BEACH, FL 33064	SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 4-9- 2021 \$100 PER DAY \$80 PROSECUTION COST
146	20020050	TORCON USA INC	1273 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING	RESPONDENT WAS PRESENT – ADRIANO CARTELLR STATUS HEARING EXTENDED 6-4- 2021

				REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98- 81(L)(1)(a-g) - Tree preservation.	
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
147	21010011	TORCON USA INC	1273 SE 1 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

149	21020077 / nab bulk	JOHNSON,DUTCHIE L	200 SW 7 CT	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT WAS PRESENT – DUTCHIE JOHNSON FINDING OF FACT ORDER. COST WAIVED
150	21020078 /nab bulk	HUITING,DAVID	211 NW 39 CT	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT – DAVID HUITING FINDING OF FACT ORDER. COST WAIVED
151	21020082	YING,SEM PO % RAE FRANKS PA	164 SW 3 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT REPEAT ORDER ISSUED FOR 2 DAYS AT \$250 PER DAY. NO COST
A	19080290/ email, call	FIVE PROPERTY INVESTMENT LLC / John Esslinger	4342 NW 4 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT – JOHN ESSLINGER

				Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL	FINES MITIGATED FOR \$4,500 TO BE PAID BY 5-11-2021
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				Section 58-3. - Maintenance of area.	
B	16080036/ email, call	JOSEPH, PRINCIPAL	651 W SAMPLE RD	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b). - Minimum standards for yard and landscape areas Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160. -Parking or storage for over 72 hours restricted. Chapter 46 - OFFENSES Section 46-28.(a) - Storage of materials. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION	RESPONDENT WAS PRESENT- PRINCIPAL JOSEPH FINES MITIGATED FOR \$5,080 TO BE PAID BY 9-7-2021

				Section 58-69.(g) - Preparation and storage of residential refuse Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Eugene Steinfeld, Special Magistrate

Date



City Commission Meeting - May 4, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 4, 2021, 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 May 4, 2021, 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 temperature checks, wear facial coverings and maintain social distancing. A copy of the agenda for the May 4, 2021 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

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

- 1. In Person Attendance.** Attend in person in the City Commission Chambers 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 May 4, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89829908832?pwd=SzRUOFNlVldlRkR6SIFpc004OUU1Zz09>
 - 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: (253) 215-8782, Meeting ID: 898 2990 8832#, Participant ID: #, Passcode: 643986#

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 May 4, 2021, 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 meetin.
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. 2021-624

Agenda Date: 5/4/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-057: APPLICATION NO. 02-I2-12 Rev. 2 (J&A Waste Corporation)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The applicant, J&A Waste is requesting approval of a major site plan application to expand the existing waste collection and recycling facility and construct accessory offices. The site plan demonstrates expansion of the existing facility with a new 20,925 square foot recycling and storage building, two truck scales, and 3,610 square foot office and storage building. The lot containing the existing facility will be combined with the adjacent vacant parcel to the south to develop the new buildings and expand operations.

The existing waste collection and recycling facility was approved in 2003 under Site Plan No.02-M4-12. The property has an existing shade structure (14,895 square feet) and office (451 square feet) with seven parking spaces to accommodate processing operations. In 2004, Revision 1 of the site plan was approved to permit minor modifications to the parking area. This application (No. 02-I2-12 Rev. 2) is the second revision of the site plan, which includes combining the property to the south. The expansion will allow the facility to increase operations to meet current waste and recycling demand. Both existing and future operations are conducted fully within the shade structure, which are enclosed on three sides.

A trip generation analysis was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work.

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

The Community Appearance Board approved the application on January 27, 2021.

The Planning and Zoning unanimously approved the application on April 1, 2021.

Recommendation to the City Commission on the proposed site plan application with the following conditions of approval:

1. Prior to issuance of the engineering permit, the applicant shall:

a. Implement measures to maintain SW 42nd Way and through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or submit an agreement with the association to provide this.

b. Propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use on SW 42nd Way or submit an agreement with the association to provide this.

2. Prior to issuance of the building permit, the applicant shall submit evidence of the following to the City:

a. Recorded copy of the vacated fifty (50) foot ingress/egress easement (per O.R 21610, PG 420).

b. Documentation from the Broward County Property Appraiser that both parcels have been combined.

3. The applicant must complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy; and if necessary, make recommendations for signal operation modifications. The applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. Failure to do so will result in a code citation.

4. The applicant shall maintain water misters and dust suppression measures and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN APPLICATION FROM A&J STORAGE, INC. TO EXPAND THE EXISTING WASTE COLLECTION AND RECYCLING FACILITY WITH A NEW 20,925 SQUARE FOOT RECYCLING AND STORAGE BUILDING, TRUCK SCALES, AND 3,610 SQUARE FOOT OFFICE AND STORAGE ACCESSORY STRUCTURE AT THE PROPERTY LOCATED AT 1810 SW 42ND WAY, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 02-I2-12 Rev. 2); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 02-I2-12 Rev. 2 (the “Site Plan Application”) has been submitted to the City by A&J Storage, Inc./J&A Holdings Group, Inc. (the “Applicant”) seeking site plan approval to expand the existing waste collection and recycling facility with a new 20,925 square foot recycling and storage building, two truck scales, and 3,610 square foot office and storage accessory structure on the property located at 1810 SW 42nd Way, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 2.9 acres located on two parcels of land with the north parcel legally described as YORK CHASE RONTON INDUSTRIAL PLAT 123-5 B PART OF PARCEL A DESC'D AS, COMM AT NE COR OF PAR A, W 334.17, SLY 652.94 TO POB, E 332.98 TO PT ON E/L, S 130.87, W 332.74, N 130.87, and the parcel directly to the south of such parcel, as more particularly described in the file and located at 1810 SW 42nd Way, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

WHEREAS, the existing waste collection and recycling facility was approved in 2003 under Site Plan No. 02-M4-12 with an existing 14,895 square feet shade structure and 451 square feet of office with seven parking spaces to accommodate processing operations, which was amended in 2004 to permit minor parking area modifications; and

WHEREAS, the Site Plan Application is the second revision of the site plan and includes combining the parcel directly to the south of the existing facility; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on January 27, 2021, and the Planning and Zoning Board voted to recommend approval on April 1, 2021; 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 of this Resolution.

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated March 12, 2021, together with the following conditions, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant:

1. Prior to issuance of an engineering permit, the Applicant shall implement measures to maintain SW 42nd Way roadway in a reasonably clean condition through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or document to the City that you have entered into a binding agreement with the applicable association to provide for such measures.
2. Prior to the issuance of an engineering permit, the Applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the SW 42nd Way corridor, or document to the City that you have entered into a binding agreement with the applicable association to provide for such pavement design. This design or documentation shall be submitted to the City prior to the issuance of an engineering permit for either of the affected properties.
3. Prior to issuance of a building permit, the Applicant shall submit evidence of the following to the City: (a) a recorded copy of the vacated fifty (50) foot ingress/egress easement (per O.R 21610, PG 420), and (b) documentation from the Broward County Property Appraiser that both parcels included in the Site Plan have been combined.
4. The Applicant shall maintain the water misters and dust suppression measures as proposed on the site plan and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.
5. The Applicant shall complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy. The Applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. If necessary, the Applicant shall make recommendations for signal operation modifications.

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 _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN APPLICATION FROM A&J STORAGE, INC. TO EXPAND THE EXISTING WASTE COLLECTION AND RECYCLING FACILITY WITH A NEW 20,925 SQUARE FOOT RECYCLING AND STORAGE BUILDING, TRUCK SCALES, AND 3,610 SQUARE FOOT OFFICE AND STORAGE ACCESSORY STRUCTURE AT THE PROPERTY LOCATED AT 1810 SW 42ND WAY, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 02-I2-12 Rev. 2); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 02-I2-12 Rev. 2 (the “Site Plan Application”) has been submitted to the City by A&J Storage, Inc./J&A Holdings Group, Inc. (the “Applicant”) seeking site plan approval to expand the existing waste collection and recycling facility with a new 20,925 square foot recycling and storage building, two truck scales, and 3,610 square foot office and storage accessory structure on the property located at 1810 SW 42nd Way, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 2.9 acres located on two parcels of land with the north parcel legally described as YORK CHASE RONTOL INDUSTRIAL PLAT 123-5 B PART OF PARCEL A DESC'D AS, COMM AT NE COR OF PAR A, W 334.17, SLY 652.94 TO POB, E 332.98 TO PT ON E/L, S 130.87, W 332.74, N 130.87, and the parcel directly to the south of such parcel, as more particularly described in the file and located at 1810 SW 42nd Way, Deerfield Beach, Florida in the I-2 Zoning District (the “Property”); and

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

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

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

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

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

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid,

such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

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

YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on **Tuesday, May 4, 2021, 2020** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-057: APPLICATION NO. 02-I2-12 Rev. 2 (J&A Waste Corporation)

Applicant: A&J Storage, Inc./J&A Holding Group, Inc. represented by represented by Fred Stacer and Gustavo Carbonell

Proposal: Major site plan application seeking approval to expand the existing waste collection and recycling facility and construct accessory offices.

Location: The property is generally described as several parcels of land on PARCEL A YORK CHASE RONTO INDUSTRIAL PLAT PB123, PG 5 more particularly described in the file, and located at **1810 SW 42nd Way.**

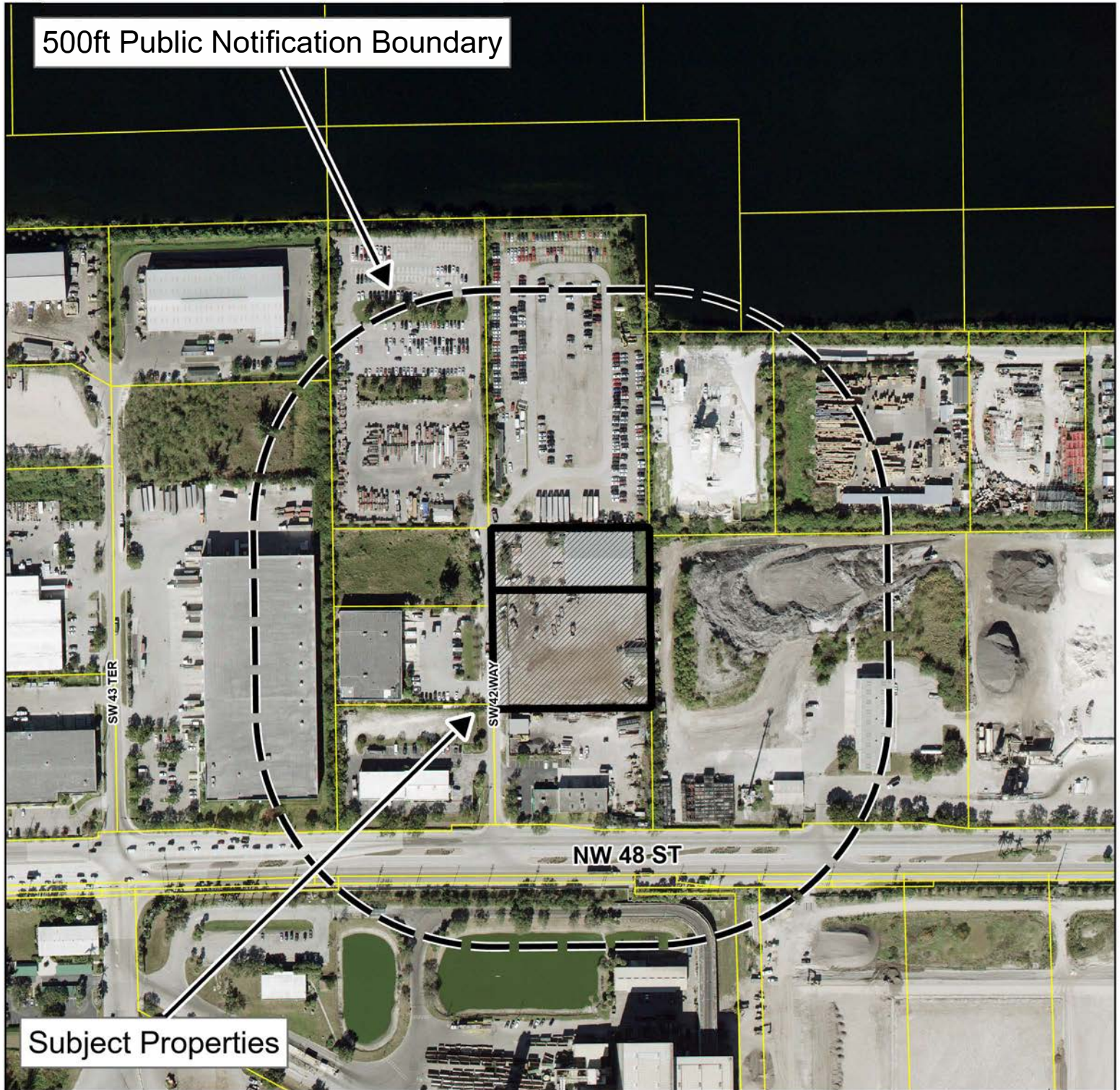
You may either be present in person at the Quasi-Judicial Public Hearing or attend online or by telephone utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of these Public Hearings and govern yourselves accordingly.

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

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

**CITY OF DEERFIELD BEACH, FLORIDA
BY: SAMANTHA GILLYARD, CMC, CITY CLERK**

*Publish: Sun-Sentinel
Friday, April 23, 2021*



Public Hearing Notice Map

Major Site Plan Application
02-I2-12 Rev. 2

1810 SW 42nd Way

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

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Development Review Committee

Summary Report

Development Plan Application Review

General Information

Application No.	02-I2-12 Rev. 2										
Project Name:	J&A Waste Corporation										
Applicant:	A&J Storage, Inc./J&A Holding Group, Inc.										
Agent:	Fred Stacer and Gustavo Carbonell										
Requested Action/Description:	Major site plan application seeking approval to expand the existing waste collection and recycling facility and construct accessory offices.										
Location:	1810 SW 42 nd Way										
Legal Description:	Generally described as several parcels of land on PARCEL A YORK CHASE RONTO INDUSTRIAL PLAT PB123, PG 5										
Size:	126,482 square feet (2.9 acres)										
Existing Zoning:	I-2 (Limited Heavy Industrial)										
Existing Land Use:	Industrial (waste collection facility)										
Future Land Use Plan Designation:	Industrial										
Surrounding Land Use and Zoning:											
	<table><tr><th><u>Existing Land Use</u></th><th><u>Zoning</u></th></tr><tr><td>North: Waste collection facility (Waste Management)</td><td>I-2 (Limited Heavy Industrial)</td></tr><tr><td>East: Industrial</td><td>I-2 (Limited Heavy Industrial)</td></tr><tr><td>South: Industrial</td><td>I-2 (Limited Heavy Industrial)</td></tr><tr><td>West: Undeveloped / Industrial</td><td>I-2 (Limited Heavy Industrial)</td></tr></table>	<u>Existing Land Use</u>	<u>Zoning</u>	North: Waste collection facility (Waste Management)	I-2 (Limited Heavy Industrial)	East: Industrial	I-2 (Limited Heavy Industrial)	South: Industrial	I-2 (Limited Heavy Industrial)	West: Undeveloped / Industrial	I-2 (Limited Heavy Industrial)
<u>Existing Land Use</u>	<u>Zoning</u>										
North: Waste collection facility (Waste Management)	I-2 (Limited Heavy Industrial)										
East: Industrial	I-2 (Limited Heavy Industrial)										
South: Industrial	I-2 (Limited Heavy Industrial)										
West: Undeveloped / Industrial	I-2 (Limited Heavy Industrial)										
Applicable Regulations:	Deerfield Beach Land Development Code										
Plat Restrictions:	335,000 square feet of industrial use. Commercial/Retail uses not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.										

Department Comments & Requirements

REQUEST:

The applicant, J&A Waste is requesting approval of a major site plan application to expand the existing waste collection and recycling facility and construct accessory offices. The site plan demonstrates expansion of the existing facility with a new 20,925 square foot recycling and storage building, two truck scales, and 3,610 square foot office and storage building. The lot containing the existing facility will be combined with the adjacent vacant parcel to the south to develop the new buildings and expand operations.

BACKGROUND:

The existing waste collection and recycling facility was approved in 2003 under Site Plan No.02-M4-12. The property has an existing shade structure (14,895 square feet) and office (451 square feet) with seven parking spaces to accommodate processing operations. In 2004, Revision 1 of the site plan was approved to permit minor modifications to the parking area. This application (No. 02-I2-12 Rev. 2) is the second revision of the site plan, which includes combining the property to the south. The expansion will allow the facility to increase operations to meet current waste and recycling demand. Both existing and future operations are conducted fully within the shade structure, which are enclosed on three sides.

A trip generation analysis was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work.

The Community Appearance Board approved the application on January 27, 2021.

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

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

Recommendation to the City Commission on the proposed site plan application with the following conditions of approval:

1. Prior to issuance of the engineering permit, the applicant shall:
 - a. Implement measures to maintain SW 42nd Way and through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or submit an agreement with the association to provide this.
 - b. Propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use on SW 42nd Way or submit an agreement with the association to provide this.

2. Prior to issuance of the building permit, the applicant shall submit evidence of the following to the City:
 - a. Recorded copy of the vacated fifty (50) foot ingress/egress easement (per O.R 21610, PG 420).
 - b. Documentation from the Broward County Property Appraiser that both parcels have been combined.
3. The applicant must complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy; and if necessary, make recommendations for signal operation modifications. The applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. Failure to do so will result in a code citation.
4. The applicant shall maintain water misters and dust suppression measures and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours.

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. The use of the property as a waste collection and recycling facility is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the property is located within the I-2 zoning district. The existing waste collection and recycling facility use complies with the Deerfield Beach Land Development Code.
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 existing use as waste collection and recycling facility is permitted in the I-2 zoning district. The expansion complies with applicable Code requirements for the district. The adjacent uses, structures and activities surrounding the parcel include waste collection facility to the north, vacant industrial land to the west, and construction and asphalt plant to the south and east.

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

The site contains an existing shade structure (14,895 square feet) and office (451 square feet). The proposed site plan demonstrates the addition of a new shade structure (20,697 square feet) and office/storage building with garage (3,610

square feet). Both the existing and proposed shade structures are partially enclosed and located at the rear of the property while the proposed office and scale house are located at the front near the entrance of the site.

The height of the proposed shade structure is 40 feet and office is 23 feet 10 inches.

The proposed location, dimensions, height and floor area of both proposed buildings are considered compatible with the surrounding industrial area and comply with the Land Development Regulations.

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

The applicant is proposing to combine the lots, remove one access drive on the existing lot, and add new access to the vacant parcel to the south to accommodate the ingress and egress of trucks and circulation within the property. Trucks carrying waste will enter the property, weigh the truck and material on the scale, deposit the cargo within the shade structure, re-enter the scale to weigh the empty truck and make payment. The waste material will be separated into recyclable items and waste inside equipment located inside the shade structure. The site plan proposes 19 parking space, which exceeds the minimum 12 spaces required by Code. The parking spaces are located along the side of the office building and shade structures, outside the main areas of truck circulation.

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

Although the level of intensity is expected to increase as a result of the expansion, improvements are proposed by way of a concrete wall along the front and side of the property, dust suppression measures, and roadway improvements to minimize impacts to the adjacent roadway network.

A traffic analysis was submitted by Traf Tech Engineering, Inc. on behalf of the applicant and reviewed by the City's traffic consultant. The review concluded that the traffic impact analysis was sufficient.

Upon review of the traffic statement submitted by the applicant, the City's traffic consultant has found that the number of daily trips would not exceed 500 trips. Therefore, a traffic impact statement was not required.

Hours of operation are expected to remain the same as the use is not changing. Noise is expected as a result of operational functions; however, the proposed walls will assist in minimizing noise levels. Outdoor lighting for the facility complies with applicable Code requirements.

(e) Alteration of light and air;

The proposed expansion is not anticipated to impact light and airflow. As a condition of approval, the applicant will be required to implement measures for dust suppression to ensure minimal impact to the area.

(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 I-2 zoning district. The proposed shade structure is setback approximately 40 feet 10 inches from the rear, 137 feet from the front, and 52 feet 2 inches from the south property line. The north side setback from the existing shade structure is not changing as the proposed structure sits adjacent to the existing building.

Since the front property line sits within a private roadway, the front setback of the proposed office building is measured from the edge of street. The site plan demonstrates a front setback of 25 feet 1.5 inches, which complies with the minimum 25 feet required by Code.

An eight-foot precast concrete wall is proposed along the front and south side property lines. An existing chainlink fence along the north and rear property lines will be maintained. Landscaping is included on the plans and in compliance with Code requirements.

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

Although the intensity of the use on the existing site will increase due to the proposed development, the site plan demonstrates buffers and fencing along the property to comply with Code. The applicant has agreed to implement provisions for dust and noise suppression to minimize impacts to the neighboring uses.

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

The application is not proposing any uses or activities which would pose a significant risk to the safety and security to those less than 18 years of age within 500 feet of this site.

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

There are no uses proposed that would pose a risk to single family residences within 500 feet of the subject property.

SUMMARY & REQUIREMENTS

Staff's review of Application 02-I2-12 Rev. 2 has found that, subject to the recommended conditions of approval, the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	J&A Waste Corporation	Application No.:	02-I2-12 Rev.2
Reviewer Name:	Tina Jou		
Department / Division:	Planning		
Position:	Principal Planner		
Date of Review:	3/5/2021		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	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. <table><tr><td>a.</td><td>Fire Rescue</td><td>\$</td><td>387.38</td></tr><tr><td>b.</td><td>Police</td><td>\$</td><td>266.68</td></tr></table> Impact fees are subject to change based on square footage demonstrated on approved site plan.	a.	Fire Rescue	\$	387.38	b.	Police	\$	266.68
a.	Fire Rescue	\$	387.38						
b.	Police	\$	266.68						
1.a.	Comment acknowledged.								
2.	Letter from Mr. Porter outlines 12 employees are anticipated to be on site following completion of proposed expansion. How many employees are on site in its current configuration for normal operation?								
2.a.	Comment addressed. Applicant states there are six employees currently with 12 employees anticipated once expansion is complete.								
3.	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.								
3.a.	Comment acknowledged.								
4.	All resubmittals must provide a written narrative responding to all comments.								
4.a.	Comment addressed.								

Development Plan Application Comments

5.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
5.a.	Comment acknowledged.
6.	Please make an appointment with the Planning & Zoning Division for any resubmittal. Further comments may be forthcoming following resubmittal.
6.a.	Comment acknowledged.
7.	The project coordinator, John Harbilas (jharbilas@deerfield-beach.com), 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.
7.a.	Comment acknowledged. The project planner is now Tina Jou (tjou@deerfield-beach.com).

B.

COVERPAGE:	
1.	All sheets in plan set shall be reorganized and submitted in order according to Section 98-13(b)(8). Ensure sheet order is reflected in the index on cover sheet.
1.a.	Comment not addressed. Sheet Index included in development plan submittal shall follow the order as required by Code in the following order: Coverpage, Survey, Site Plan, Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometric Plan. Conceptual Engineering Plan sheets were attached within development plan sets and shall be omitted upon resubmittal. Conceptual Engineering Plans shall not be resubmitted. Ensure sheets within index and plan sets follow the order required by Code.
1.b.	Comment partially addressed. Additional elevation sheets A-1.2, A-1.3, A-1.0, and A-1.1 were attached at the end of the 11x17 set in color but were not included in index.
1.c.	Comment addressed.
2.	Per Section 98-13(b)(8)(a)(3) Provide a location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
2.a.	Comment addressed.

C.

SURVEY:	
1.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
1.a.	Comment not addressed.
1.b.	Comment not addressed.

Development Plan Application Comments

1.c.	Comment not addressed. Survey was not attached to 11x17 and 24x36 sets. Additionally, electronic version of survey that was submitted does not meet Section 98-13(8)(b)(5) above. Comment must be addressed prior to scheduling the project for Planning and Zoning Board.
1.d.	Comment addressed. As a condition of approval, applicant is required to submit recordation of the vacation of 50' Ingress/Egress Easement (per O.R 21610, PG 420) prior to issuance of the building permit.

D.

SITE PLAN:	
1.	Per Sec. 98-3, definition for lot line, <i>the edge of pavement shall be considered to be the lot line for the purposes of calculating lot, yard, and bulk requirements.</i> Proposed office building must be setback a minimum of 25 feet from edge of pavement.
1.a.	Comment addressed.
2.	Per Sec. 98-13(8)(c)(16) provide a Site data table with all the required calculations for <u>existing, required, and proposed</u> development. In addition, the following information also needs to be amended in the table: ☐ Adjust site data calculations based on front lot line being edge of pavement. ☐ Future Land Use Designation needs to be "I" Industrial ☐ Building footprint square footage is inconsistent with total square footage of gross floor area/uses ☐ Column for all existing site data needs to be provided.
2.a.	Comment not addressed. Revise front setback in setback table to be consistent with proposed building setback (25'1.5"). Site and Building Data Table must be updated to reflect calculations based on lot area from edge of pavement (120,394 SF).
2.b.	Comment addressed.
3.	Parking Tabulation is not consistent with Code requirements. Per Schedule B, the proposed 1,826 square feet Office building would require 8 spaces, the table only shows 7 spaces required. Open-air structures do not factor into parking requirements. Recalculate parking data using square footage of all existing and proposed enclosed spaces.
3.a.	Comment addressed.
4.	Per Sec. 98-13(8)(c)(5) Provide proposed fences and walls, including location, construction material, dimensions, setbacks, and height. Include a detail/elevation of proposed/existing fences and walls.
4.a.	Comment addressed.
5.	Provide details (including striping and wheel stop detail) for each parking space type proposed (standard, compact, handicap). Reference <i>Schedule C - Parking Space Size and Configuration</i> for dimension requirements.
5.a.	Comment addressed.
6.	Per Sec. 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements, if proposed. Comment acknowledged, none proposed.
7.	Per Sec. 98-80(d) Show required sight triangles at driveway entrances
7.a.	Comment addressed.

Development Plan Application Comments

8.	Per Sec. 98-19(2) No more than two access openings shall be permitted per street frontage. One of the three proposed driveways needs to be removed.
8.a.	Comment addressed.

E.

ELEVATIONS:	
1.	Per Sec. 98-13(8)(d)(1) Provide <u>colored 2D</u> scale drawing illustrating <u>all elevations</u> of all buildings, including height, dimensions, color, surface materials and texture.
1.a.	Comment not addressed.
1.b.	Comment addressed.
2.	Per Sec. 78-7(b) the architecture must conform to the minimum building design standards, including but not limited to a varied palette of colors and materials.
2.a.	Comment not addressed. It appears as though two similar variations of beige are proposed for the new office building. Per Section 98-78(b), <i>a coordinated palette of colors, with a minimum of two colors shall be proposed foreach building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors.</i> Provide additional accent color for proposed building.
2.b.	Comment addressed.
3.	Provide color ID number, name, and material in a legend for each paint and building material color indicated in the elevations. Note that physical color swatches will need to be submitted at time of submittal of CAB application
3.a.	Comment acknowledged.
4.	Heights provided on elevations are not correct. Building height is defined as “ <i>the vertical distance from the finish grade at the center of the front of the building (0,0) to the highest point of the roof surface for a flat roof, to the deck line for mansard roofs, and to the mean heights level between eaves and ridges for gable, hip and gambrel roofs</i> ”. Revise the plans to show that the height of the proposed structure is consistent with the Code requirements.
4.a.	Comment addressed.

F.

LANDSCAPE PLAN:	
1.	Clarify locations of light poles on landscape plan. Locations provided on photometric plan appear to interfere with parking and landscape.
1.a.	Comment addressed.

G.

ADDITIONAL COMMENTS:	
1.	Per Sec. 98-17(2) provide a trip generation analysis for the proposed use by a certified traffic engineer in accordance with the ITE Trip Generation Manual. Upon receipt, review by the City's Traffic Engineering consultant may be required and cost recovery fees may be payable.
1.a.	Traffic review comments are forthcoming. The cost recovery fee for review of the trip generation is \$1,140.00 to be paid to the City of Deerfield Beach upon resubmittal.
1.b.	Comment not addressed.
1.c.	Comment addressed. Traffic review comments are closed and fees paid. Project does not exceed 500 trips/day.

Development Plan Application Comments

2.	According to the Broward County Property Appraiser, the subject property contains multiple separated parcels. As a part of this application, said parcels will need to be combined through the Property Appraiser's office or recorded via unity of title with Broward County.
2.a.	Comment not addressed. Per BCPA, subject parcels have not been combined.
2.b.	Comment not addressed.
2.c.	Comment not addressed. Comment must be addressed prior to scheduling the project for Planning and Zoning Board.
2.d.	Comment not addressed. As a conditional of approval, applicant is required to combine the properties and submit documentation of completion prior to issuance of building permit.
NEW COMMENTS 5/28/2020	
3.	Light pole and fixture details were provided as separate sheets. The details for the poles and fixtures must be provided on the Photometric Sheet or site details sheet.
3.a.	Comment addressed.
4.	As discussed during the DRC meeting, staff will recommend the following as conditions of approval for the application. Applicant must acknowledge and address comments on the site plan as applicable. A. The applicant shall implement measures to maintain SW 42nd Way and through daily street sweeping of the entire length of the road, as well as the portion of Wiles Road going east from the Monarch Hill Landfill facility along the merge lane, or show that you have entered into an agreement with the association to provide this. B. The applicant shall propose a pavement design in accordance with FDOT standards based on heavy duty vehicle use for the corridors SW 42nd Way, or show that you have entered into an agreement with the association to provide this. This shall occur prior to the issuance of an Engineering permit. C. The applicant shall maintain water misters and dust suppression measures and utilize a water tank truck to continuously spray the site as necessary for dust suppression during operating hours. Provide note or demonstrate on site plan methods of dust suppression. D. The applicant complete a signal operation evaluation at the signalized intersection of Powerline Road and Wiles Road once the site receives a certificate of occupancy; and if necessary, make recommendations for signal operation modifications. The applicant shall submit the evaluation to the City for approval within 90 days of the certificate of completion. Failure to do so will result in a code citation.
4.a.	Comment acknowledged.
4.b.	Item B above must be acknowledged as a condition of approval of the application. The applicant may choose to enter into an agreement with the association to meet the condition. This shall occur prior to issuance of the engineering permit.
4.c.	Comment acknowledged. Per staff discussion with the applicant, the owner/owner's representative will reach out to the association.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	J&A Waste Corporation	Application No.:	02-I2-12 Rev. 2
Reviewer Name:	Harold Hoyte		
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	1/11/21		
Submittal No.:	4		

A. LANDSCAPING PLAN:	
1.	Per Section 98-80 (e) 9. 3 interior islands are required, 1 is provided. Add 2 islands to meet code.
1. a	Comment addressed.
2.	Per Section 98-80 (e) 8. 6 trees are required, 5 are provided. Add 1 additional to meet code.
2.a	Comment addressed.
3.	Section 98-80 (K) (1) outlines tree/ palm/shrub and groundcover specifications. Revise the plant list to ensure all plant material shown meets the code so that they may count toward the landscape requirements. Palms are to be specified in graywood.
3.a	Comment addressed.
4.	Per Section 98-80 (e) 11 add shrubs in all islands shown on plan.
4.a	Comment addressed.
5.	Per section 98-80 2,004 shrubs and ground cover are required. Add plant material to meet code.
5.a	Comment not addressed. 1,888 shrubs and ground cover are required; Add 259 to meet code.
5.b	Comment addressed.
6.	Per Section 98-80, based on height of tallest structure, required trees are to be 18 feet tall and palm 18 feet of graywood. Add 16 trees to meet this requirement
6.a	Comment not addressed. Add 10 trees or palms.
6.b	Comment not addressed. Add 13 trees or palms.
6.c	Comment addressed.
7.	Per Section 98-80 (k) 9 (b) add 2 more varieties of shrub or ground cover to meet code.
7.a	Comment addressed.
8.	Per Section 98-80 (i) 1, show sight triangles.

Development Plan Application Comments

8.a	Comment addressed.
8.b	Comment not addressed. Show stop bars at exits, move sight triangles with long side along back of sidewalk. Remove or relocate hedge as needed.
8.c	Comment addressed.
9.	Per Section 98-80 (e) 11, add site lighting to the plan.
9.a	Comment not addressed. Show lighting offset on plans, move Oaks and Holly.
9.b	Comment not addressed. Highly recommend shifting light pole to avoid existing dense shade tree (Gumbo Limbo) which will affect lighting foot-candles in that area and reduce maintenance of tree in the future.
9.c	Comment addressed.
10.	Per Section 98-80 Show perimeter hedge around property.
10.a	Comment addressed.
11.	Show all overhead and underground utilities on plan.
11.a	Comment not addressed. Show underground utilities from sheet C3 on the landscape plan.
11.b	Comment not addressed. Show underground utilities from sheet C3 on the landscape plan. Revise landscape plans accordingly.
11.c	Comment addressed.
12.	Remove eucalyptus mulch as a mulch alternative.
12.a	Comment addressed.
13.	Note, trees/ palms are to be planted so that 10% of root ball is above grade.
13.a	Comment addressed.

B.

IRRIGATION PLAN:	
1.	Show irrigation for entire site. Irrigation missing from sheet IRR-1.
1.a	Comment not addressed.
1.b	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	J&A Waste Corporation Major Site Plan	Application No.:	02-12-12
Reviewer Name:	Alfonso Orellana		
Department / Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	01-21-21		
Submittal No.:	4		

A.

SITE PLAN:	
1.	Provide preliminary Drainage Calculations per Sec. 98-13. - Requirements for development review—Development plan submittal.
1.a	COMMENT NOT ADDRESSED
1.b	COMMENT NOT ADDRESSED
1.c	COMMENT ADDRESSED



DEVELOPMENT REVIEW COMMITTEE

Project Name:	J&A WASTE CORP	Application No.:	02-12-12 REV2
Reviewer Name:	FPO Richard Johnson		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	08/18/20		
Submittal No.:	3		

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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B. SITE PLAN:

1.	FIRE DEPT ACCESS FOR NEW GATES-
1.a.	Comment addressed.
2.	DEMONSTRATE TURN RADIUS 38 INSIDE 50 OUTSIDE-
2.a.	Comment addressed.
3.	SHOW ALL FIRE HYDRANTS FDC POINT OF SERVICE-
3.a.	Comment addressed.
4.	FIRE HYDRANT IS LOCATED IN A DEAD-END ACCESS ROAD-
4.a.	Comment addressed.
5.	DEAD END ACCESS ROAD MUST BE LESS THAN 150 FT -
5.a.	Comment addressed.
6.	FIRE DISTRIBUTION SYSTEM MUST BE LOOPED-DENIED SEE COMMENT BELOW EXPLAIN WHY TWO FIRE MAINS ARE GOING INTO THE BUILDING FROM THE MAIN LOOP SYSTEM? EXPLAIN WHY A BACK FLOW IS ON A DEADEND FIRE HYDRANT MAIN SUPPLYING A FIRE HYDRANT? (SOUTH END)
6.a.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	J&A Waste Corporation, Major Site Plan	Application No:	02-12-12 Rev-2
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	09-04-19		
Submittal No.:	1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 1810 SW 42 nd Way Deerfield Beach FL 33442, has been reviewed by the Sustainable Management Department (Recycling and Solid Waste Management) and was found to be <u>Acceptable</u> as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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DEVELOPMENT REVIEW COMMITTEE

Project Name:	J&A Waste Corporation	Application No.:	02-I2-12 Rev.2
Reviewer Name:	Rajendran Shanmugam	Project Address:	1810 SW 42nd Way, Deerfield Beach
Department/Division:			
Position:	Traffic Consultant		
Date of Review:	08-24-2020		
Submittal No.:	2		

A. TRAFFIC STATEMENT COMMENTS:

1.	Traf-Tech Engineering, Inc. conducted 72-hour machine traffic counts using machine traffic counters placed at the three (3) existing driveways (north, center and south) at the existing J & A Waste Corporation site located at 1810 SW 42nd Way to determine the daily and peak hour trip generation of this facility. - Provide specific counter locations on an existing aerial image. Response: The traffic counts were recorded with video cameras due to the configuration of the driveways. The site has 3 driveways. The north driveway has almost no throat dimension and the south driveway is primarily a dirt driveway. These conditions would have resulted in un-reliable traffic data via machine counters. The response corrected their previous statement to say that the data collection was performed using video cameras instead of mechanical counters. Therefore, this comment is closed.
2.	It is dually noted that collecting traffic data at driveways using mechanical counters will result in erroneous data due to vehicle turning maneuvers. - Explain how this issue was addressed. Response: As stated in the response to Comment 1, video data collection was used for purposes of the traffic counts. This comment is closed.
3.	The second paragraph of the traffic Statement (last phrase) claims: “double counting of trips occurred during the traffic data collection.” - Please explain how; a traffic circulation diagram may help. Response: Double counting of project trips occurred since SW 42nd Way is used as part of the required circulation within the site (hence, one of the reasons for the proposed site improvements). The explanation is adequate to understand the issue of double-counting. Therefore, the consultant does not have to provide the circulation diagram, and this comment is closed.
4.	Provide the hours of operations of the J&A Waste Corporation to verify the driveway count hours are consistent with facility operation hours.

Development Plan Application Comments

	Response: Monday through Friday 7:00 AM to 5:00 PM. Saturday 7:00 AM to 1:00 PM. Sunday closed. The driveway count hours provided in the responses to our comments are consistent with facility operation hours. This comment is closed.
5.	According to the traffic statement, applicant is proposing to expand from a 15,235-sf. to a 39,770-sf. building (office/shade) area. Based on typical trip generation practices, including the Institute of Transportation Engineers (ITE) trip generation procedures, the potential trip generation is proportional to the change in building size. Consider this comment when submitting the revised trip generation statement. Response: As documented in the April 9, 2020 Traffic Memorandum, the proposed expansion is to better serve current customers and provide better internal circulation for the current operation. Hence, the proposed enhancement project is not anticipated to generate significant new vehicle trips. In previous reviews, starting with the Waste Management facility located at 1801 SW 42 Way, the trip generation for recycling facilities in the City of Deerfield Beach were based on land size (acreage), and were established at 11.87 trips/acre AM and 8.54 trips/acre PM. The ITE has an established daily trip rate for heavy-industrial use that is 14 times the peak hour trips. Based on the established trip generation rates for waste management sites in the City of Deerfield Beach, the 2.98-acre J&A Waste Corporation site should generate 495 daily trips, which is lower than the existing 599 daily, 68 AM and 51 PM peak hour trips. Therefore, we agree with the proposed trips and this comment is closed.
6.	We reserve the right to add further comments upon receiving the revised report.



DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: J & A WASTE CORPORATION.

Property Owner: A & J STORAGE INC, / J & A HOLDINGS GROUP INC

Applicant (if different from Owner): FRED STACER - AGENT.

Agent (if different from Owner/Applicant): FRED STACER.

Address of Property: 1810 S.W. 42ND WAY - DEERFIELD BCH 33442

Legal Description of Property (lot, block, tract, subdivision): SEE SURVEY.

Description of Project: EXPANSION OF A WASTE COLLECTION AND RECYCLING FACILITY - ACCESSORY OFFICES.

New Development (Y/N): N.

Modification to Existing Development (Y/N): Y

Zoning District (existing): I-2

Zoning District (proposed): I-2

Existing Use: WASTE COLL & RECYC

Proposed Use: SAME S-1/B-1

Lot Area:

Number of Dwelling Units (proposed): N.A.

Sq. Ft. of Structure (existing): 15,235 S.F.

Sq. Ft. of Structure (proposed): 29,393 S.F.

Agent Signature*: [Signature]

Owner Signature**: [Signature]

Name Printed: Fred Stacer

Name Printed: John Porter

Address: 3501 SE 9th St, Pompano

Address: 1810 SW 42nd Way Deerfield

Telephone: 554-801-7164

Telephone: 954.426.0505

Email: stacerfl@msn.com

Email: janwastecorp@yahoo.com

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

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



DISCLOSURE AFFIDAVIT

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

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

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

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

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

(Attach additional sheets as needed for each item.)

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

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, Fred Stacer, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

Date

3/16/21

Sworn to and subscribed before me this 16TH day of MARCH, 2021.

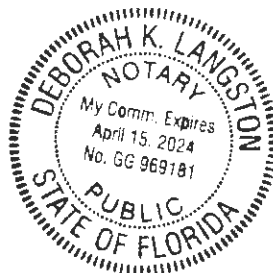
By:

[Signature]
DEBORAH K. LANGSTON

Produced as ID:

Florida D/L

Notary Public, State of Florida





DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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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

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, GUSTAVO J. CARBONELL, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Gustavo J. Carbonell
Signature

Date

03-08-2021

Sworn to and subscribed before me this 8TH day of MARCH, 2021.

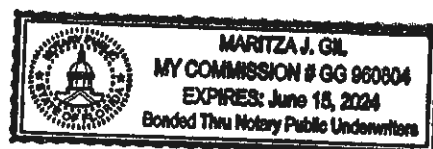
By:

Gustavo J. Carbonell

Produced as ID:

C615-290-51-411-0

[Signature]
Notary Public, State of Florida



PROPOSED DEVELOPMENT FOR:

" J & A WASTE CORPORATION "

1810 S.W. 42ND WAY

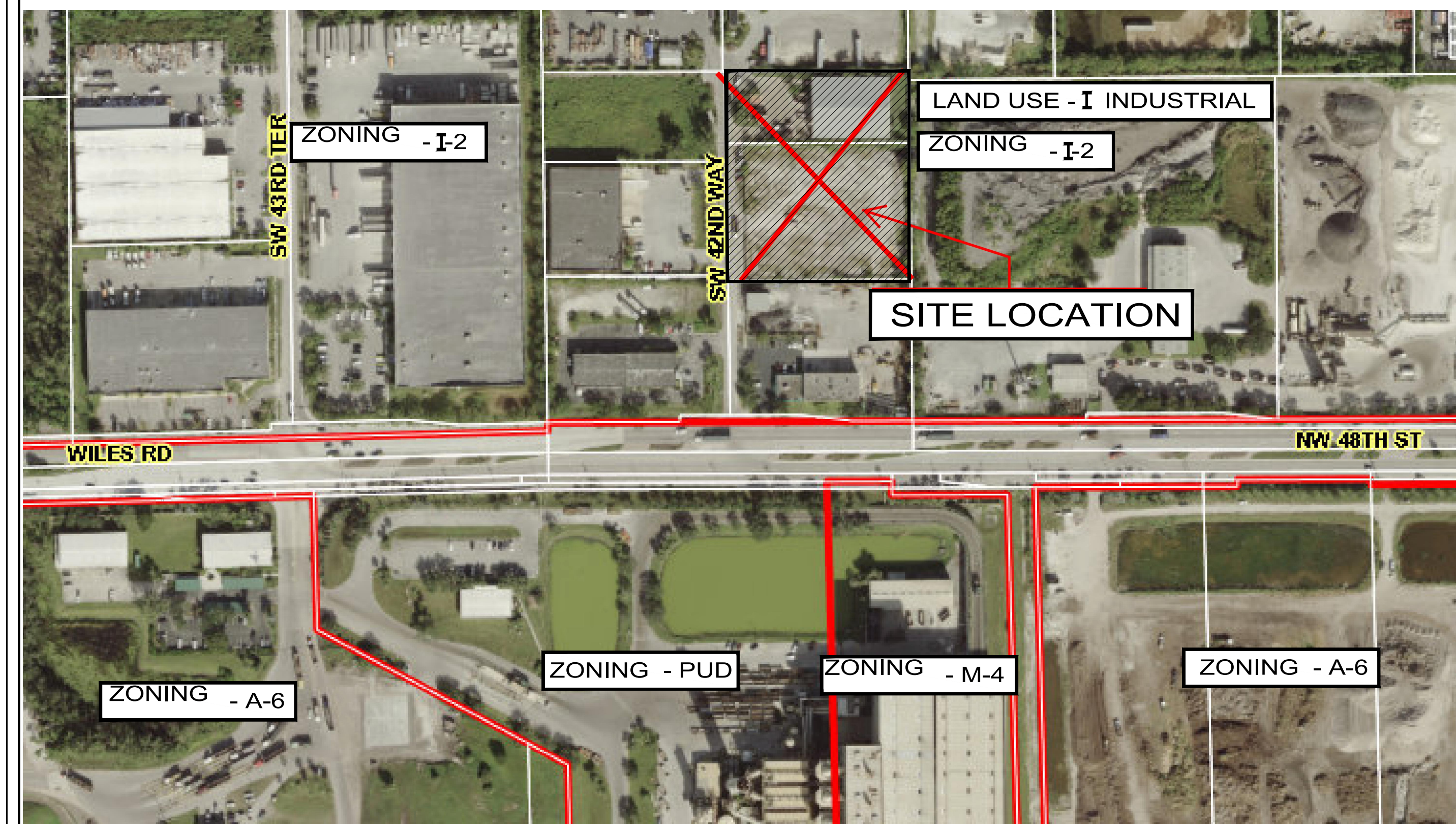
DEERFIELD BEACH, FLORIDA 33442

FOLIO #: 4842 09 03 0016

FOLIO #: 4842 09 03 0012

APPLICATION #: 02-12-12

LOCATION MAP



PROJECT DESCRIPTION / SCOPE OF WORK

EXPANSION OF AN EXISTING SOLID WASTE AND RECYCLING FACILITY.

SHEET INDEX

COVER PAGE

SURVEY

SITE PLAN

SP-1.0 PROPOSED SITE PLAN
SP-1.1 LAND USE & ZONING MAP
SP-1.2 ENLARGED PROPOSED HANDICAP RAMP

ELEVATIONS

A-1.0 PROPOSED OFFICE EAST & WEST ELEVATIONS
A-1.0.1 PROPOSED OFFICE EAST & WEST COLOR ELEVATIONS
A-1.1 PROPOSED OFFICE NORTH & SOUTH ELEVATIONS
A-1.1.1 PROPOSED OFFICE NORTH & SOUTH COLOR ELEVATIONS
A-1.2 PROPOSED PRE-ENGINEERED BUILDING WEST & EAST ELEVATIONS
A-1.2.1 PROPOSED PRE-ENGINEERED BUILDING WEST & EAST COLOR ELEVATIONS
A-1.3 PROPOSED PRE-ENGINEERED & OFFICE BUILDING SOUTH ELEVATION
A-1.3.1 PROPOSED PRE-ENGINEERED & OFFICE BUILDING SOUTH COLOR ELEVATION

FLOOR PLANS

A-2.0 PROPOSED OFFICE FIRST FLOOR PLAN
A-2.1 PROPOSED OFFICE SECOND FLOOR PLAN & ROOF PLAN
A-2.2 PROPOSED PRE-ENGINEERED BUILDING FLOOR PLAN
A-2.3 PROPOSED PRE-ENGINEERED BUILDING ROOF PLAN

LANDSCAPE

TD-1 TREE DISPOSITION PLAN
L-1 PROPOSED LANDSCAPE PLAN
L-2 TREE PLANTING DETAIL

IRRIGATION

IRR-1 PROPOSED IRRIGATION PLAN
IRR-2 PROPOSED IRRIGATION DETAILS

PHOTOMETRIC

PH-1 PROPOSED PHOTOMETRIC PLAN
PH-2 PROPOSED LIGHTS FIXTURE AND POLE

PROJECT TEAM

ARCHITECT:



Maritza J. Gil
Architectural Project Manager
Phone: (954) 462-6565 Ext. 24
E-mail: mgil@gjcarch.com

FLORIDA REGISTRATION
AR NO. 0007957
AA NO. 26001131

CIVIL ENGINEER:



4577 Nob Hill Road, Suite 102
Sunrise, FL 33351
Phone (954) 777-3123
email: mgai@suntecheng.com

LANDSCAPE ARCHITECT:

KIMBERLY MOYER, RLA

4808 NE 16 Avenue
Oakland Park FL 33334

LA - 0000952

Phone (954) 492-9609
email: k.moyerla@gmail.com

APPLICANT / PROPERTY OWNER:

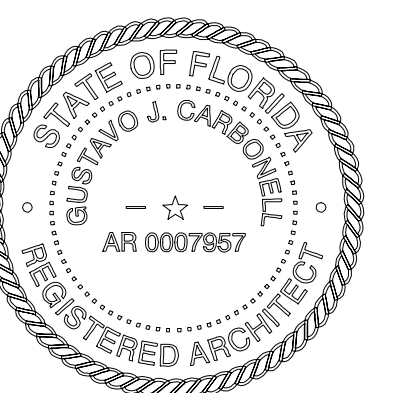
J&A WASTE CORP.

1810 SW 42ND WAY
DEERFIELD BEACH, FL
33442

TEL: 954-426-0505
WWW.JAWASTECORP.COM

REV. #: 3 - 06/20/20

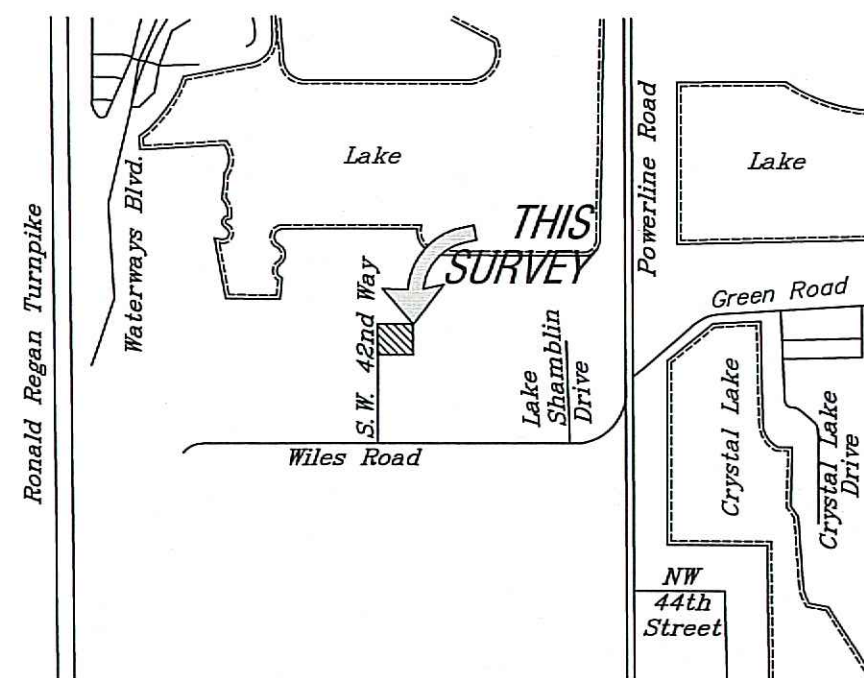
JOB #: 18-040



prepared by:
McLAUGHLIN ENGINEERING COMPANY (LB#285)
1700 N.W. 64th STREET, SUITE 400
FORT LAUDERDALE, FLORIDA, 33309
PHONE: (954) 763-7611 FAX: (954) 763-7615
WEB SITE: MECO400.COM, EMAIL: INFO@MECO400.COM
GRAPHIC SCALE

RECORD LAND SURVEY

A PORTION OF PARCEL "A", YORK CHASE RONTO INDUSTRIAL PLAT PLAT BOOK 123, PAGE 5, B.C.R.



Location Sketch
Not To Scale

Legal Description

A Portion of Parcel "A", YORK CHASE RONTO INDUSTRIAL PLAT, according to the plat thereof, as recorded in Plat Book 123, Page 5, of the public records of Broward County, Florida more fully described as follows:

Commencing at the Northeast corner of said Parcel "A"; thence North 89°22'26" West, on the North line of said Parcel "A", a distance of 334.17 feet; thence South 00°49'14" West, a distance of 652.94 feet to the Point of Beginning; thence South 88°39'15" East, a distance of 332.98 feet to a point on the East line of said Parcel "A"; thence South 00°55'32" West, along the East line of said Parcel "A", a distance of 379.43 feet; thence North 88°56'25" West, a distance of 332.27 feet; thence North 00°49'14" East, a distance of 381.21 feet to the Point of Beginning.

Said lands situate, lying and being in the City of Deerfield Beach, Broward County, Florida and containing 126,482 square feet or 2.9036 acre, more or less.

Title Notes

There are no other Easements, Road Reservations or Rights-of-Ways of Record affecting this property per American Land Title Association Commitment File No. 19091469, dated February 04, 2021 at 8:00AM.

7) Matters per Plat Book 123, Page 5 of the Public Records of Broward County, Florida affects this property and as shown and as Amended by O.R. Book 16006, Page 597 of the Public Records of Broward County, Florida does not affect this property; O.R. Book 25078, Page 714 of the Public Records of Broward County, Florida affects this property and as shown; O.R. Book 25078, Page 716 of the Public Records of Broward County, Florida does not affect this property; O.R. Book 25078, Page 718 of the Public Records of Broward County, Florida affects this property as shown; and O.R. Book 25829, Page 896 of the Public Records of Broward County, Florida affects this property and as shown.

8) Easement per O.R. Book 2014, Page 959 of the Public Records of Broward County, Florida affects this property and as shown.

9) Agreement per O.R. Book 14539, Page 554 of the Public Records of Broward County, Florida does not affect this property.

10) Agreement per O.R. Book 10914, Page 78 of the Public Records of Broward County, Florida and O.R. Book 9895, Page 239 of the Public Records of Broward County, Florida affects this property (nothing plottable).

11) Easement per O.R. Book 12340, Page 242 of the Public Records of Broward County, Florida affects this property as to Zoning.

12) Ordinance per O.R. Book 12499, Page 980 of the Public Records of Broward County, Florida affects this property as to Zoning.

13) Ordinance per O.R. Book 12544, Page 117 of the Public Records of Broward County, Florida affects this property as to Zoning.

14) Declaration per O.R. Book 10888, Page 764 of the Public Records of Broward County, Florida affects this property (nothing plottable).

15) Declaration per O.R. Book 26223, Page 47 of the Public Records of Broward County, Florida affects this property and as shown.

16) Easement per O.R. Book 13850, Page 626 of the Public Records of Broward County, Florida affects this property as to Water Areas in Lake.

17) Easement per O.R. Book 21610, Page 420 of the Public Records of Broward County, Florida affects this property and as shown.

18) Easement per O.R. Book 3855, Page 1027 of the Public Records of Broward County, Florida affects this property and as shown.

19) Agreement per O.R. Book 38559, Page 1017 of the Public Records of Broward County, Florida; O.R. Book 50046, Page 1370 of the Public Records of Broward County, Florida; and Instrument # 114949900 of the Public Records of Broward County, Florida affects this property (nothing plottable).

20) Matters per O.R. Book 50046, Page 1348 of the Public Records of Broward County, Florida and O.R. Book 50046, Page 1370 of the Public Records of Broward County, Florida affects this property (nothing plottable).

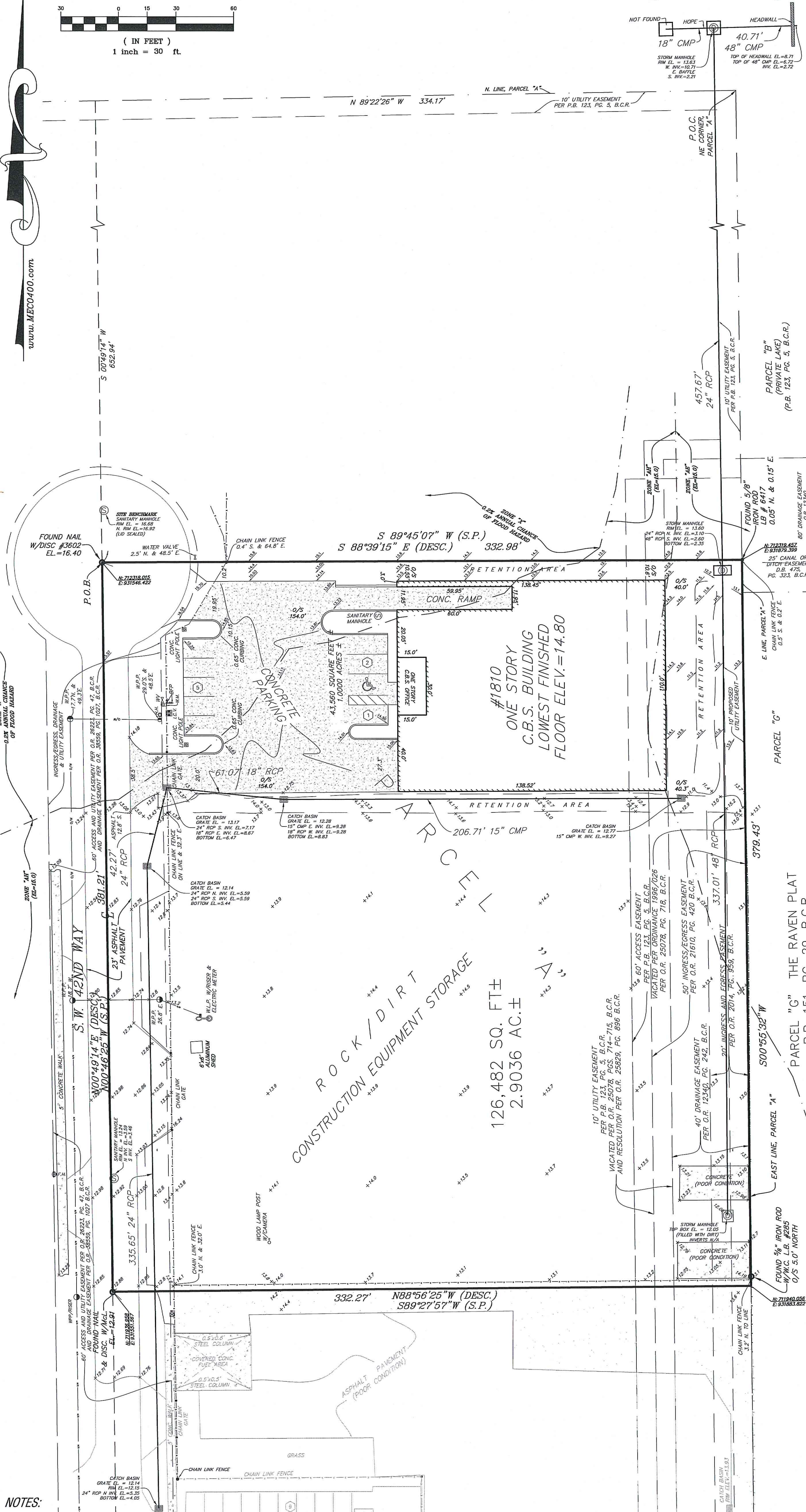
21) Matters per O.R. Book 50046, Page 1382 of the Public Records of Broward County, Florida affects this property (nothing plottable).

22) Agreement per O.R. Book 17365, Page 518 of the Public Records of Broward County, Florida; O.R. Book 50046, Page 1370 of the Public Records of Broward County, Florida; O.R. Book 19013, Page 408 of the Public Records of Broward County, Florida; and O.R. Book 50408, Page 1569 of the Public Records of Broward County, Florida affects this property.

23) Agreement per O.R. Book 38557, Page 1980 of the Public Records of Broward County, Florida; O.R. Book 50046, Page 1348 of the Public Records of Broward County, Florida and Instrument # 114949900 of the Public Records of Broward County, Florida affects this property.

24) Agreement per O.R. Book 38559, Page 1007 of the Public Records of Broward County, Florida; O.R. Book 50046, Page 1382 of the Public Records of Broward County, Florida and Instrument # 114949900 of the Public Records of Broward County, Florida affects this property.

25) Matters per O.R. Book 14543, Page 379 of the Public Records of Broward County, Florida and Instrument # 114949900 of the Public Records of Broward County, Florida affects this property. Easement not contained in this property.



NOTES:

- This survey reflects all easements and rights-of-way, as shown on above referenced record plat(s). The subject property was not abstracted for other easements, road reservations or rights-of-way of record by McLaughlin Engineering Company.
- Underground Improvements if any not located.
- This drawing is not valid unless sealed with an authorized surveyors seal.
- Boundary survey information does not infer Title or Ownership.
- All iron rods 5/8", unless otherwise noted.
- Reference Bench Mark: Broward County Engineering Department, BM # 1092, Elevation= 13.450 (NGVD29) converted to 11.850 (NAVD83).
- Elevations shown refer to North American Vertical Datum (1988), and are indicated thus: $\pm$ Elev. = 9.87
- This property lies in Flood Zones "AH", Elev.=15.0 & "AE", Elev.=15.0, and Zone "X", 0.2% Annual Chance of Flood Hazard, Per Flood Insurance Rate Map No. 12011C0166 H Dated: August 18, 2015. Community Panel No. 125101.
- Underground Utility locations shown hereon, if any, are based upon paint marks on the ground provided by others. McLaughlin Engineering Company did not confirm the accuracy of this data. The exact location of all utilities should be confirmed prior to design or construction.
- Bearings shown hereon refer to record plat (123/5) and assume the East line of Parcel "A" as South 00°53'32" West.
- Elevations per North American Vertical Datum (1988) derived from National Geodetic Vertical Datum (1929) data and converted using U.S. Army Corps of Engineers software (Corpscon 6.0.1) obtained from <http://www.tech.army.mil/>

OFFICE NOTES

FIELD BOOK NO. PRINT, TDS

JOB ORDER NO. V-3912, V-4427, V-5848

CHECKED BY:

RT, KT, RDR

DRAWN BY:

LEGEND

A = CENTRAL ANGLE (DELTA)	MHW = MEAN HIGH WATER
A/C = AIR CONDITIONING	MISC. = MISCELLANEOUS
A.K.A. = ALSO KNOWN AS	M.L.P.(S) = METAL LIGHT POLE
A.L.P. = ALUMINUM LIGHT POLE	$\pm$ = MORE OR LESS
A.L.T.A. = AMERICAN LAND TITLE ASSOCIATION	NGS = NATIONAL GEODETIC SURVEY
A OR L = ARC LENGTH	NSPS = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
B.C.R. = BROWARD COUNTY RECORDS	NGVD29 = NATIONAL GEODETIC VERTICAL DATUM (1929)
B.F.P. = BACK FLOW PREVENTOR	NA83 = NORTH AMERICA VERTICAL DATUM (1983)
B.H. = BULKHEAD	N.S.I.D. = NORTH SPRINGS IMPROVEMENT DISTRICT
B. = BASE LINE	NO. = NUMBER
C.A.T.V. = CABLE TV TERMINAL OR BOX	O.R. = OFFICIAL RECORDS BOOK
CALC. = CALCULATED	O/S = OFFSET
C.B.S. = CONCRETE, BLOCK AND STUCCO	O/W = OVERHEAD UTILITY LINES
C. = CENTRELINE OF RIGHT-OF-WAY	P. = PAGE
CH. = CHORD	P.B. = PLAT BOOK
CHBRG. = CHORD BEARING	P.B.C.R. = PALM BEACH COUNTY RECORDS
C.C.C.L. = COASTAL CONSTRUCTION CONTROL LINE	P.C. = POINT OF CURVE
CLF. = CHAIN LINK FENCE	P.C.D. = POLLUTION CONTROL DEVICE
C.L.P. = CONCRETE LIGHT POLE	P.I. = POINT OF INTERSECTION
C.P.L.P. = CONCRETE POWER LIGHT POLE	P.I.V. = POST INDICATOR VALVE
C.F.P. = CONCRETE POWER POLE	P.O.B. = POINT OF BEGINNING
COMP. = COMPANY	P.O.C. = POINT OF COMMENCEMENT
CONC. = CONCRETE	P.R.C. = POINT OF REVERSE CURVE
C/O = CLEAN OUT	P.R.M. = PERMANENT REFERENCE MONUMENT
D.B. = DEED BOOK	R. = RADIUS
DESC. = DESCRIPTION FROM FORMER DESCRIPTION	R.C.P. = REINFORCED CONCRETE PIPE
DIA. = DIAMETER	R/W = RIGHT-OF-WAY
D.B.H. = DIAMETER AT BREST HEIGHT	S.B.T. = SOUTHERN BELL TELEPHONE
ELEC. = ELECTRIC	S.V. = SCHER VALVE
ELEV. = ELEVATION	S.W.M. = SEASONAL HIGH WATER LINE
FL. = FEET	S.T.L. = SURVEY TIE LINE
F.H. = FIRE HYDRANT	TAN. = TANGENT
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION	TAN.BRG. = TANGENT BEARING
F.P.L. = FLORIDA POWER AND LIGHT CO.	W.M. = WATER METER
G. = GAS VALVE	W.V. = WATER VALVE
G.T.M. = GREASE TRAP MANHOLE	W.F.H. = WET FACE OF BULKHEAD
H.H. = HAND HOLE	W.F. = WET FACE OF CAP
I.C.V. = IRRIGATION CONTROL VALVE	W.L.P. = WOOD STREET LIGHT POLE
INV. = INVERT	W.P.L.P. = WOOD POWER STREET LIGHT POLE
L.P.G. = LIQUID PROPANE GAS	W.P. = WOOD POWER POLE
LB. = LICENSE BUSINESS	W/M.C. = WITH McLAUGHLIN ENGINEERING CO. CAP
MAG. = MAGNET	W/W.C. = WITH WITNESS CAP # 285
M.D.C.R. = MIAMI DADE COUNTY RECORDS	W/W.C. = WITH WITNESS CAP # 285
MEAS. = FIELD MEASURE	W/W.C. = WITH WITNESS CAP # 285
8 = PARKING SPACES	W/W.C. = WITH WITNESS CAP # 285

NOTE:

Coordinates shown hereon refer to the North American Datum of 1983 (NAD83), Florida East Zone (901), State Plane Coordinate System, Transverse Mercator projection.

CERTIFICATION

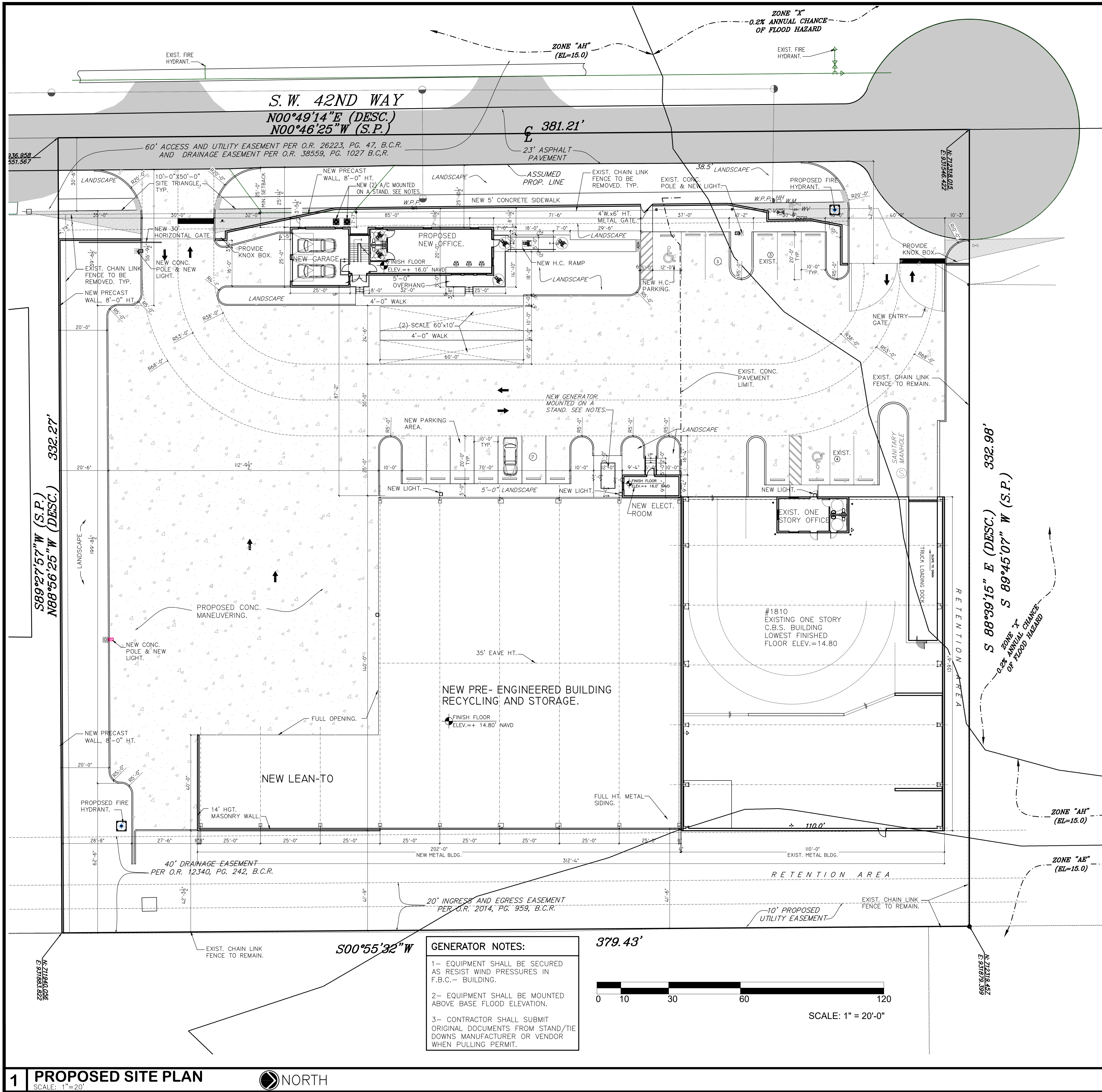
We hereby certify that this survey meets the "Standards of Practice" as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.05 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Dated at Fort Lauderdale, Florida, this 18th day of December, 2018. Revised Flood Zones this 10th day of May, 2019. Resurveyed this 25th day of June, 2019. Revised to add Title Information this 3rd day of March, 2021.

McLAUGHLIN ENGINEERING COMPANY

JERRALD A. McLAUGHLIN
Registered Land Surveyor No. 5269
State of Florida.

FILE NO.: 18-3-099(21)



2 **SITE DATA**
SCALE: N.T.S.

PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.

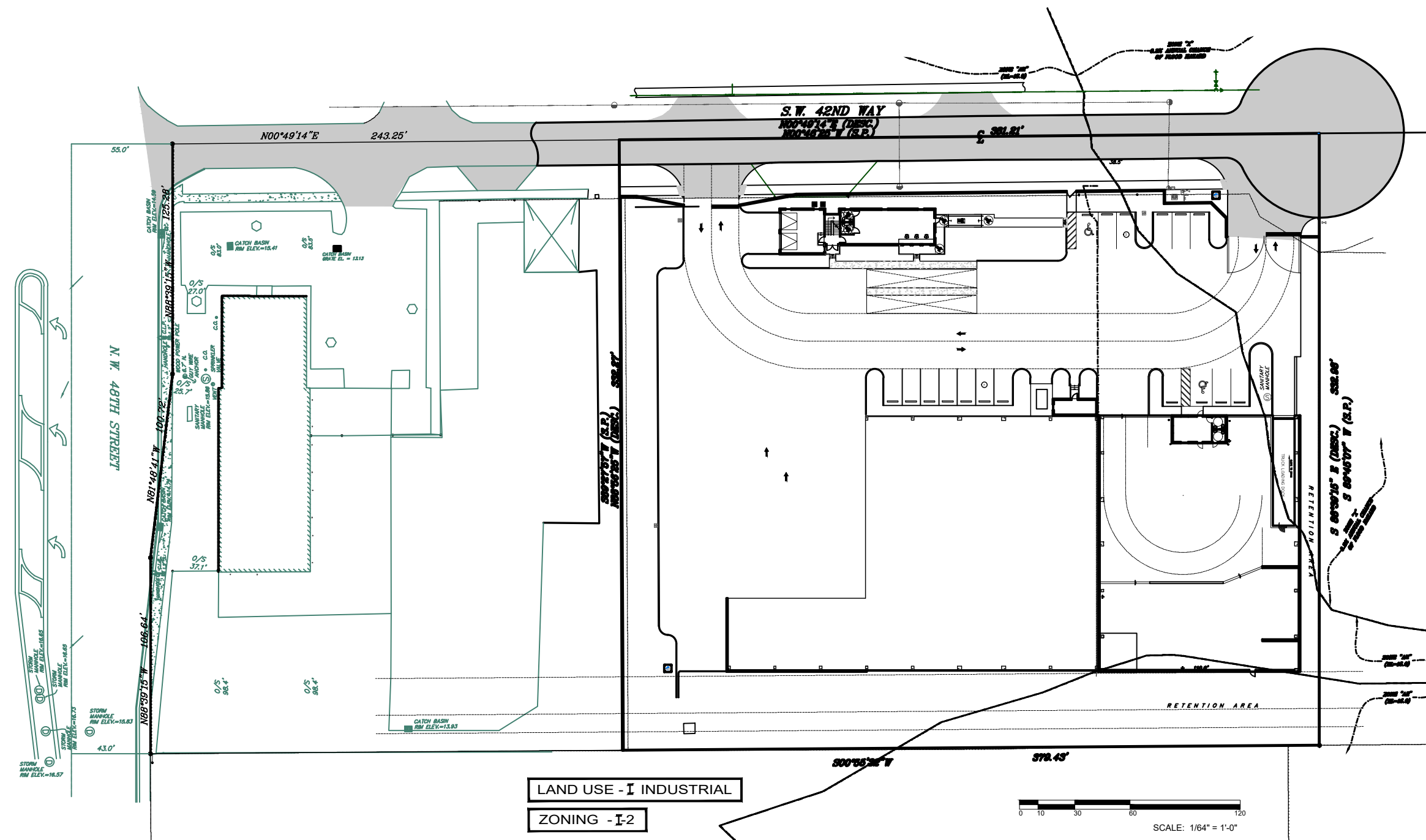
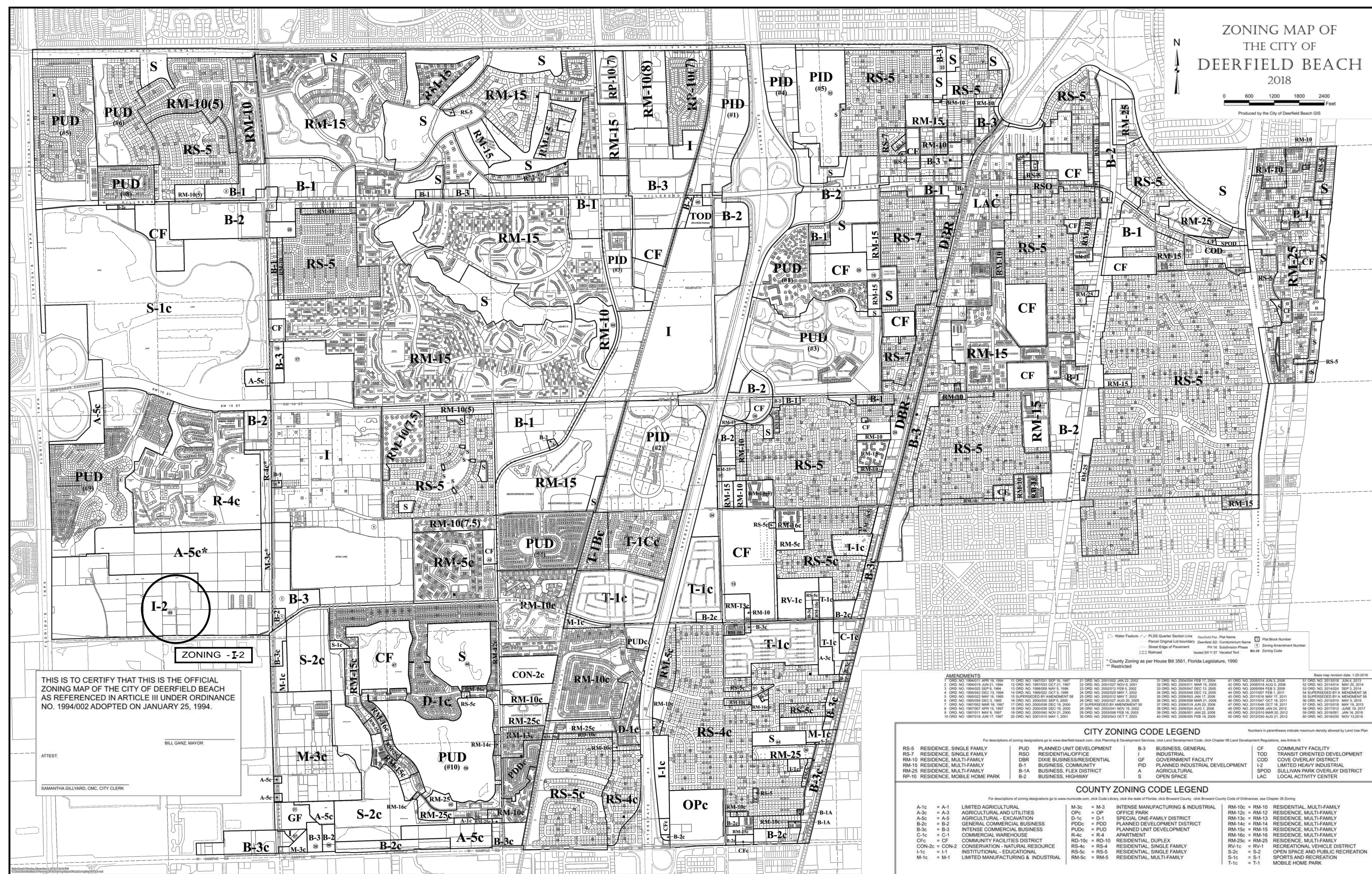
GUSTAVO J. CARBONELL, P.A.
Architect and Planner
1457 N.E. 4th AVE, 33304
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(954) 462-6665
Member American Institute of Architects
FLORIDA REGISTRATION
AR NO. 0007957
AA NO. 26001131

REVISION

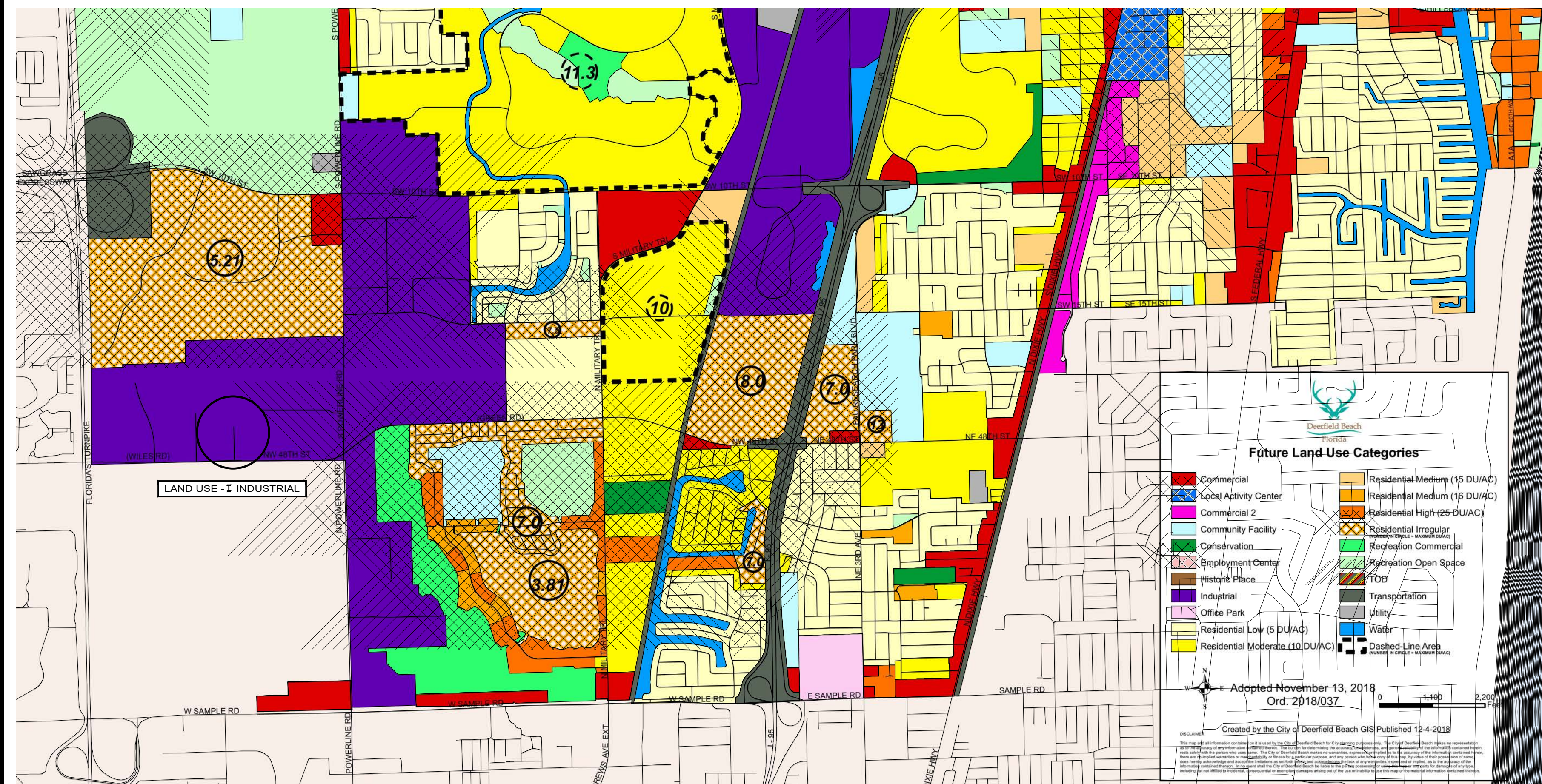
REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.
09-21-20 DRC COMMENTS	M.J.G.
11-23-20 DRC COMMENTS	M.J.G.

STATE OF FLORIDA
GUSTAVO J. CARBONELL
REGISTERED ARCHITECT
AR 0007957
AA 26001131

DRAWN M.J.G.
CHECKED G.J.C.
DATE 6/19/2018
SCALE AS NOTED
JOB. NO. 18-040
SHEET SP-1.0
OF 1 SHEETS

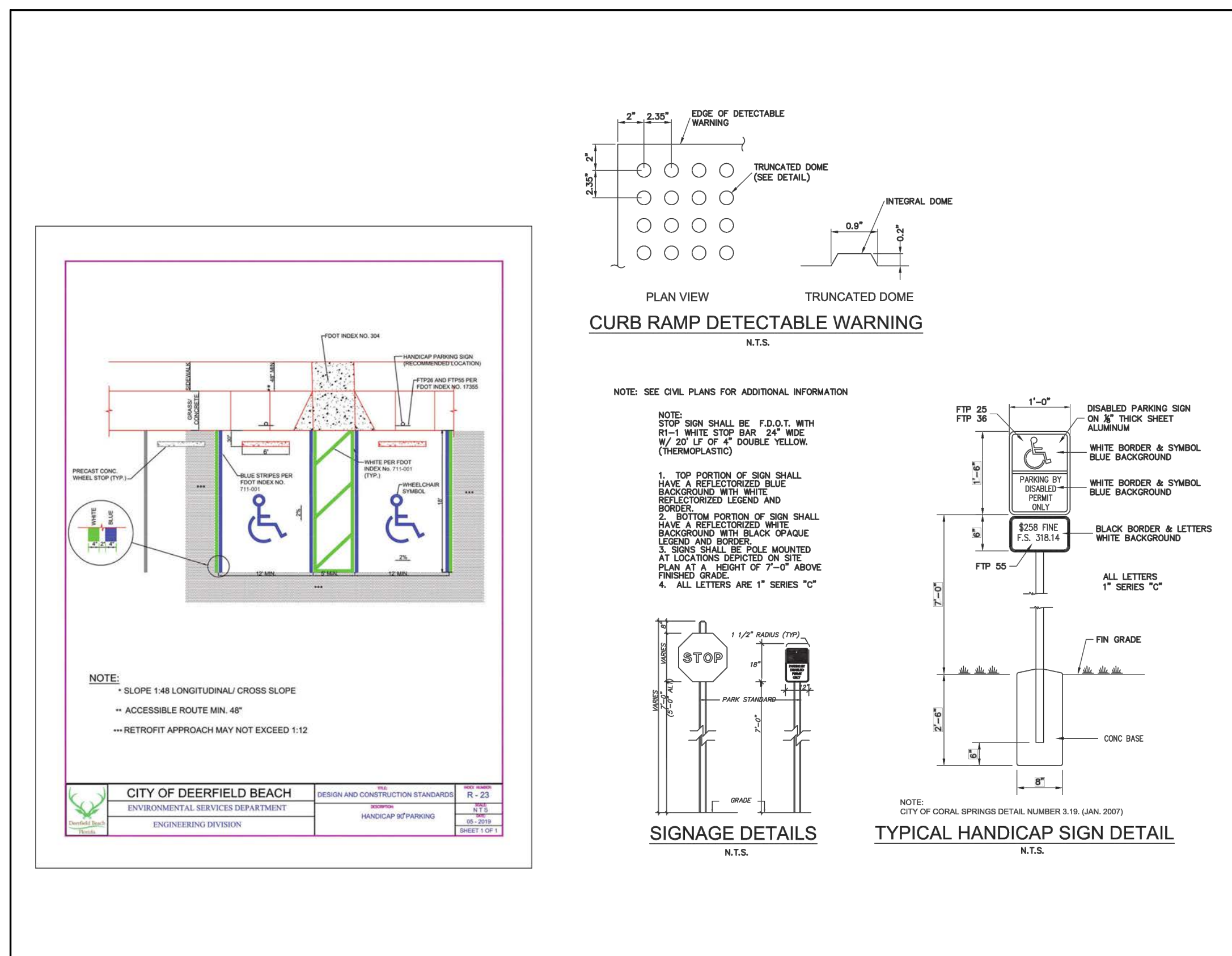


4 ZONING MAP



1 LAND USE MAP

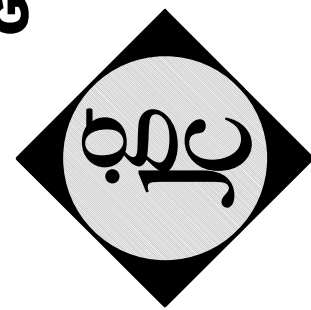
2 DRIVE WAY CURBS & MEDIAN CUTS



2 PARKING DETAILS

REVISION	BY:
2 10-18-2019 DRC. COMMENTS	M.J.G.
3 06-20-20 DRC. COMMENTS	M.J.G.

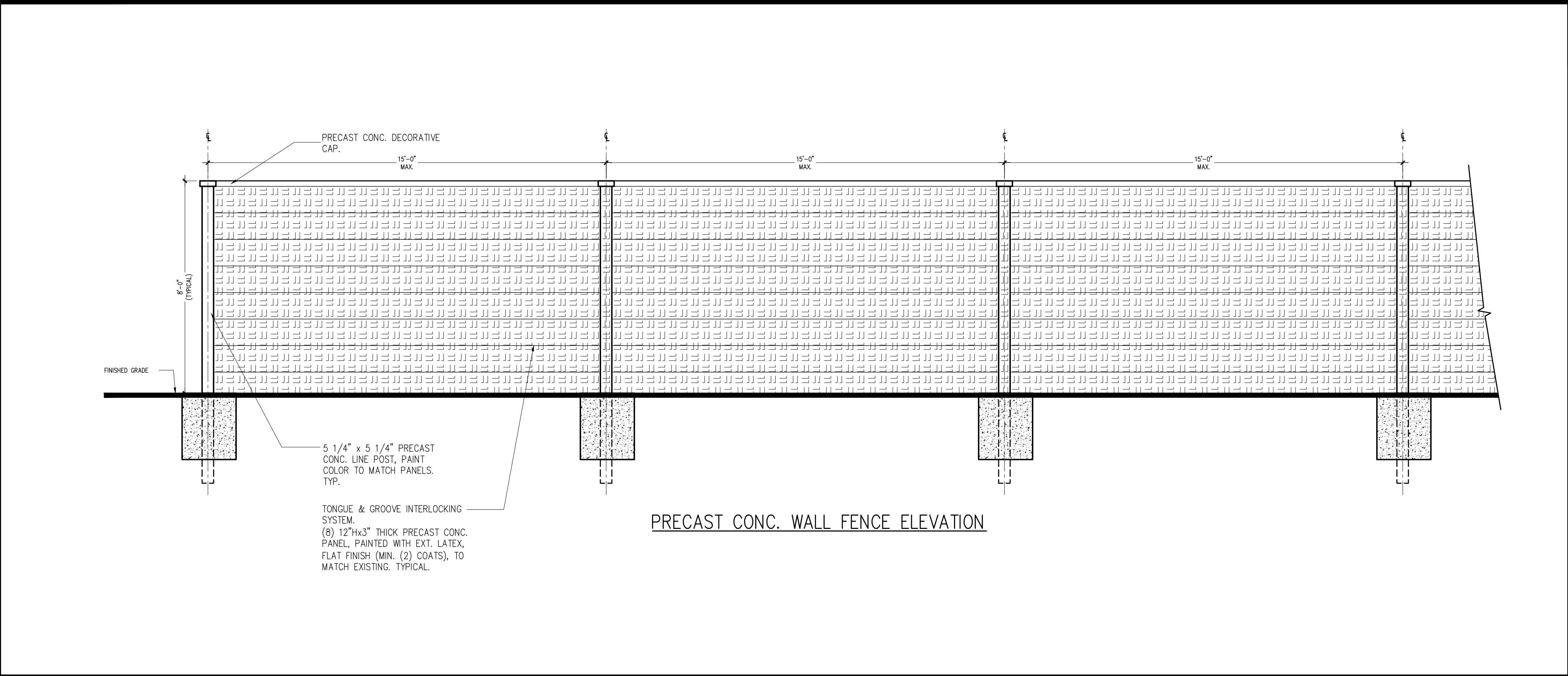
JUSTAVO J. CARBONELL, P.A.
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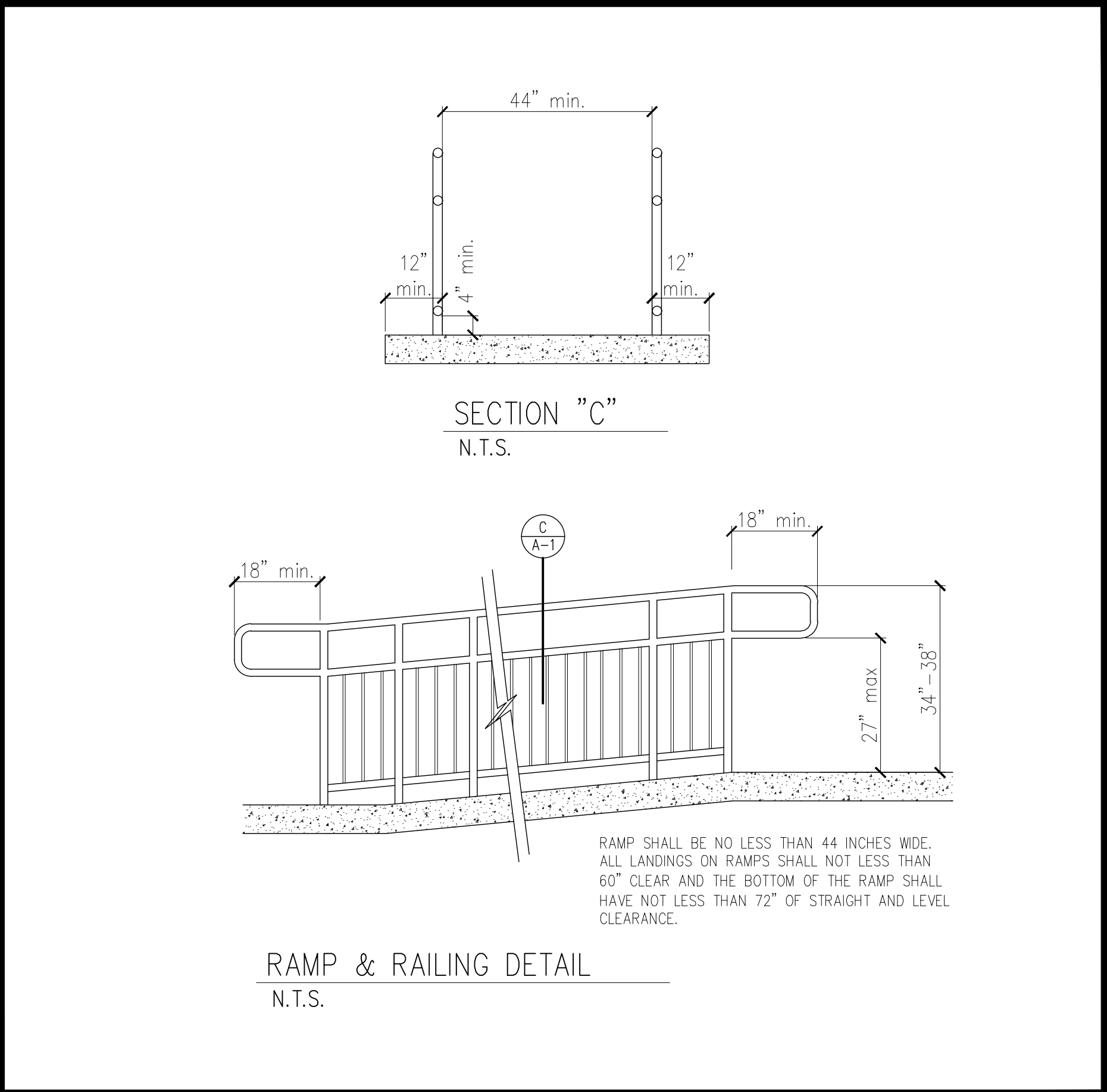
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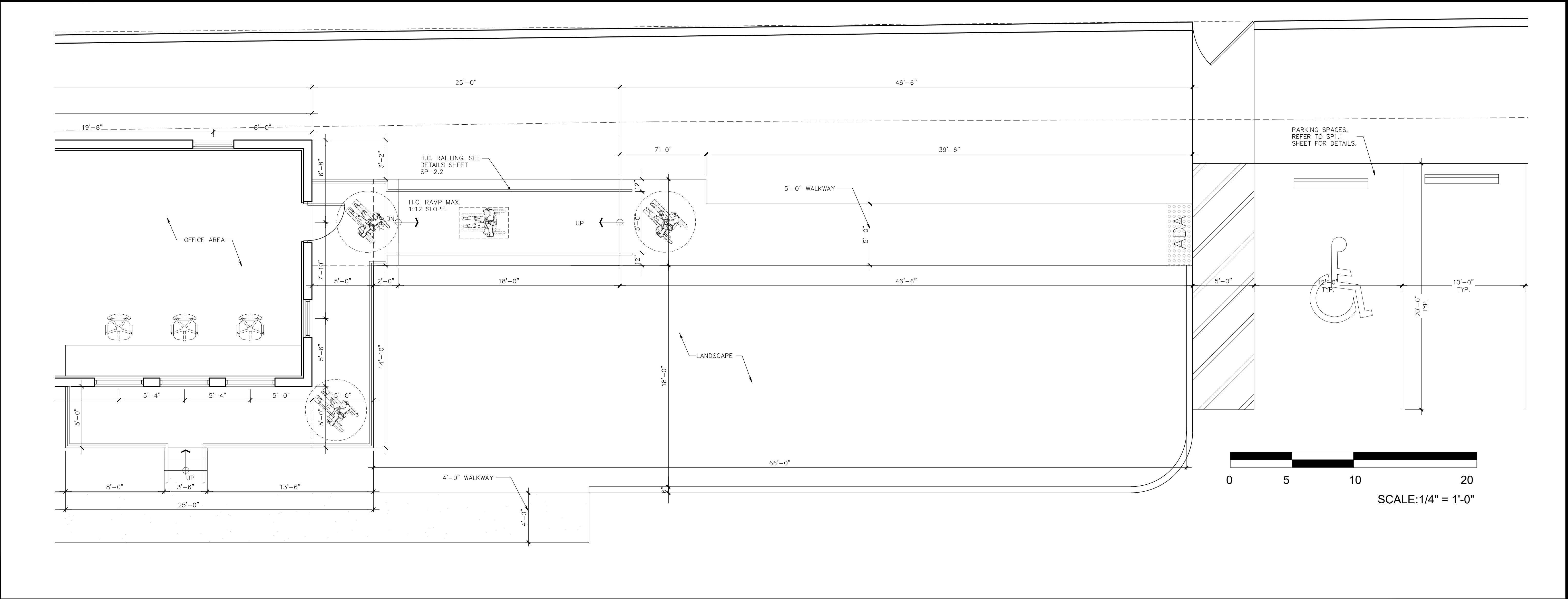
DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	
SP-1.1	
OF	1 SHEETS



3 PRECAST CONC. BUFFER FENCE ELEVATION
SCALE: 3/8" = 1'-0"



2 H.C. RAILING DETAIL
SCALE: N.T.S.



1 ENLARGED PROPOSED HANDICAP RAMP
SCALE: 1/4" = 1'-0" NORTH

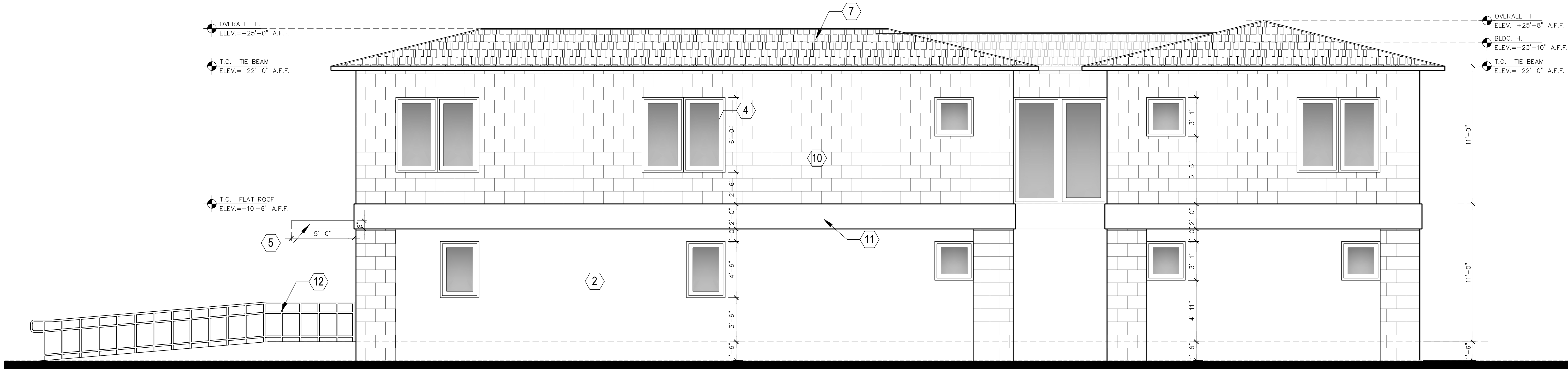
REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.

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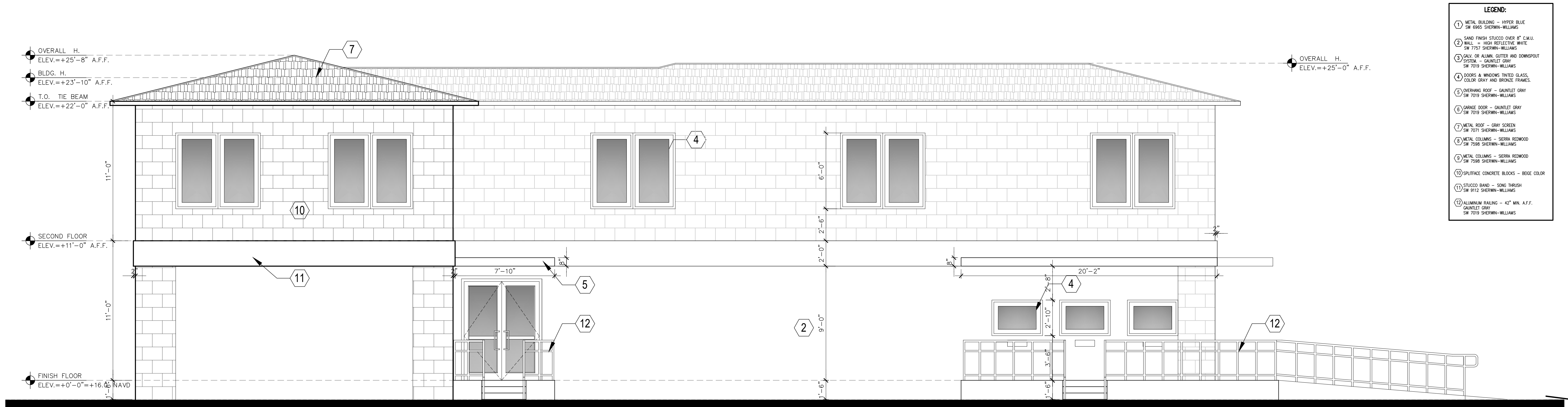


DRAWN	M.J.G.
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JOB. NO.	18-040
SHEET	SP-1.2
OF	1 SHEETS



1 PROPOSED OFFICE WEST ELEVATION

SCALE: 1/4" = 1'-0"



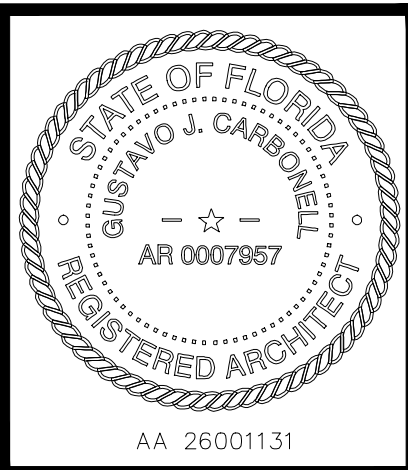
1 PROPOSED OFFICE EAST ELEVATION

SCALE: 1/4" = 1'-0"

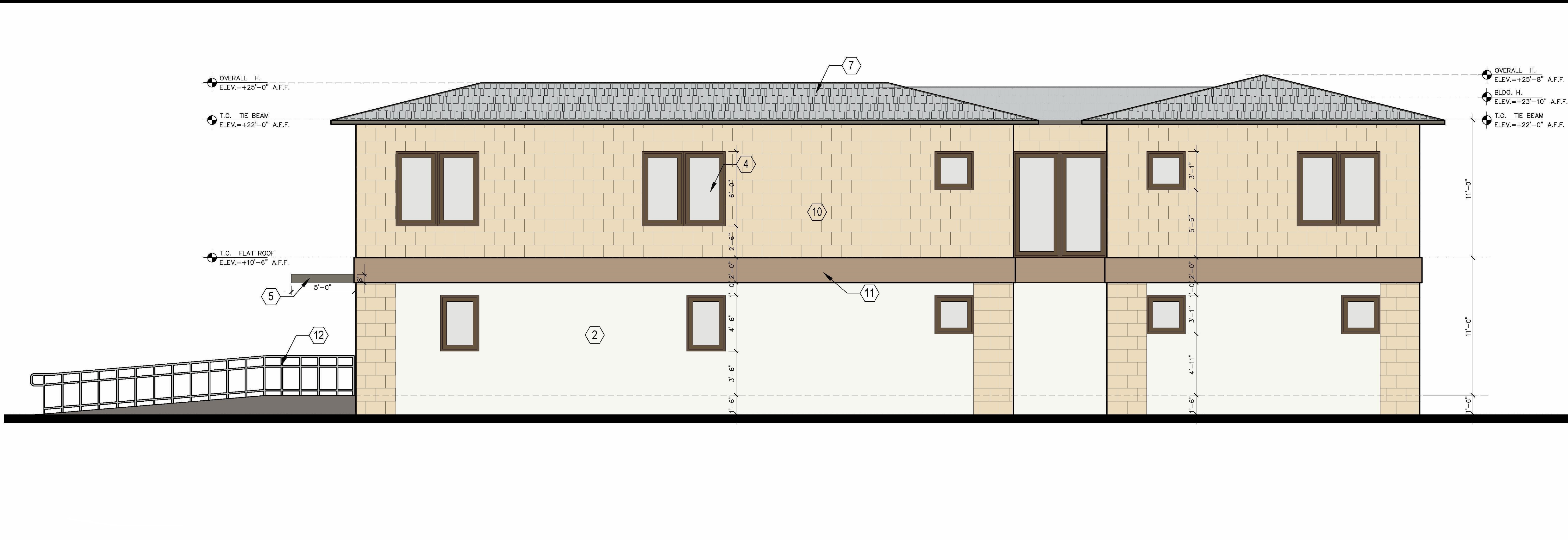
REVISION	BY:
09-30-2019 OWNER COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.

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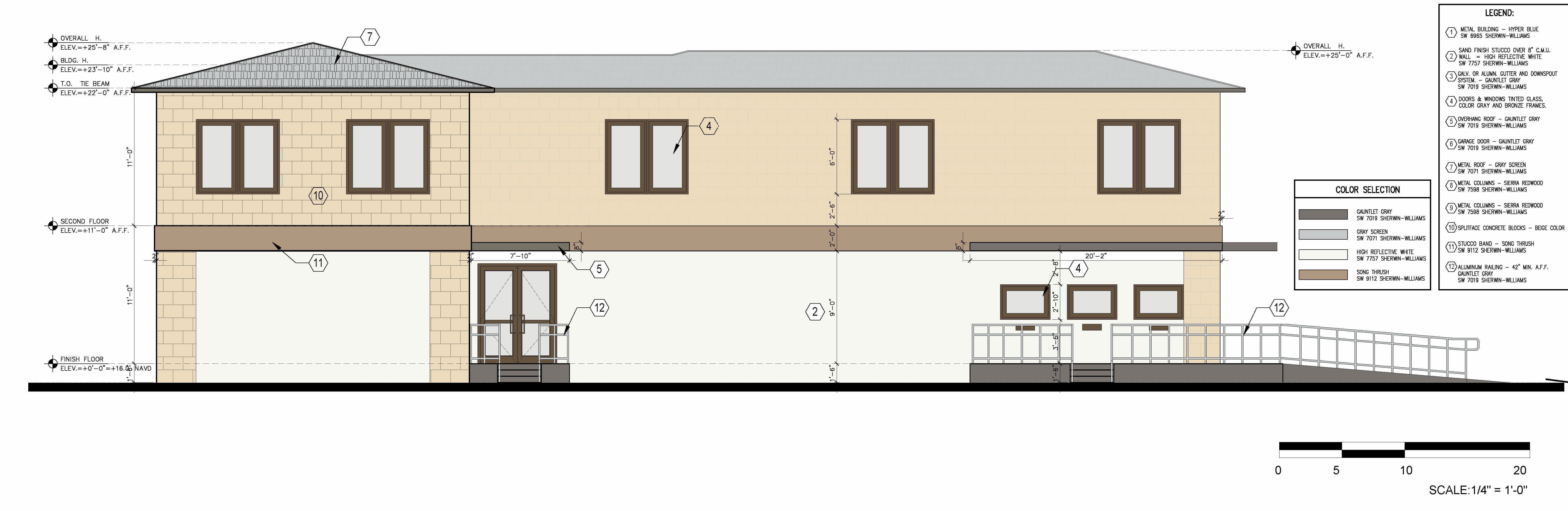
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SHEET	A-1.0
OF	1 SHEETS



1 | PROPOSED OFFICE WEST ELEVATION
SCALE: 1/4" = 1'-0"

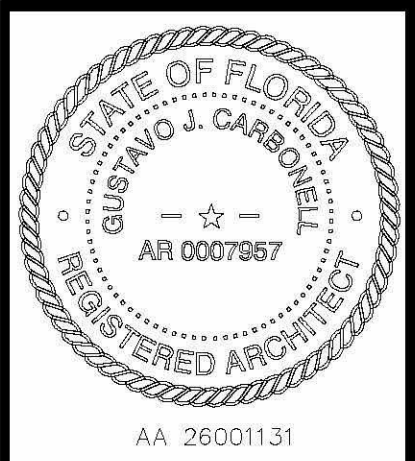


1 | PROPOSED OFFICE EAST ELEVATION
SCALE: 1/4" = 1'-0"

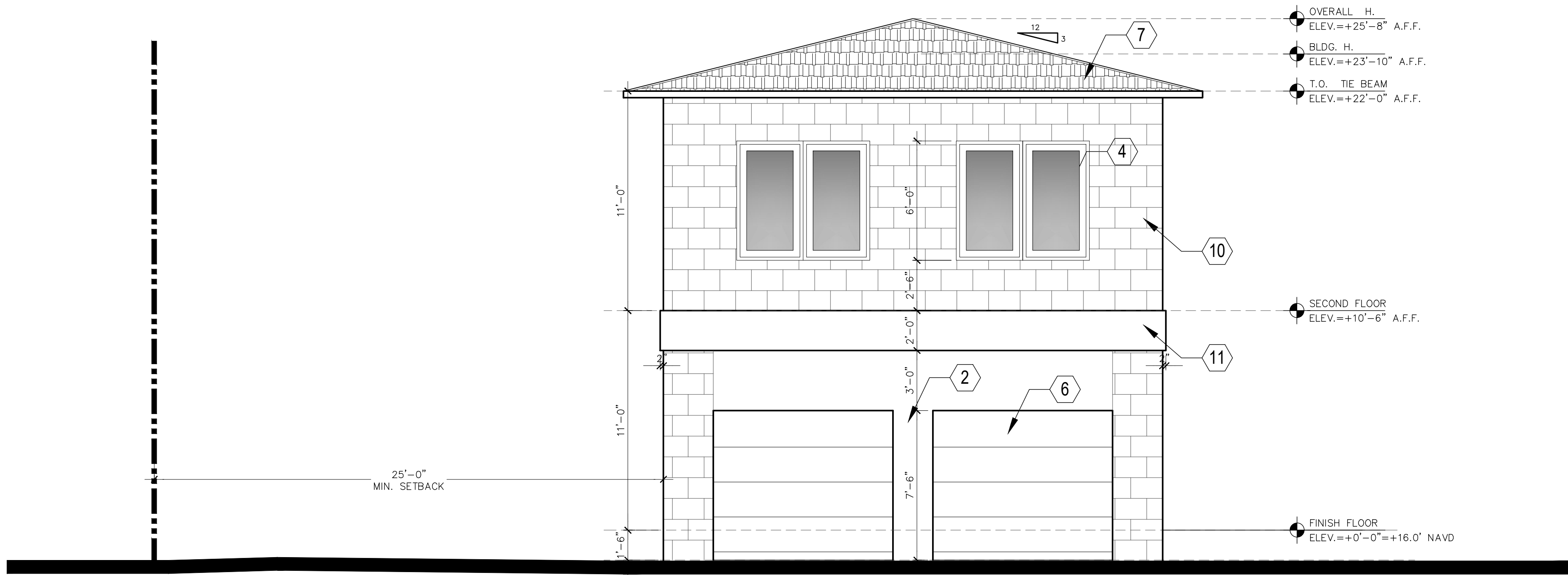
REVISION	BY:
09-30-2019 OWNER COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.

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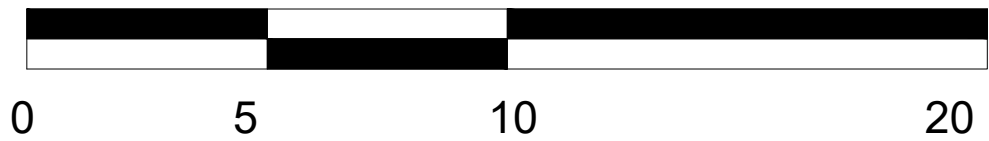
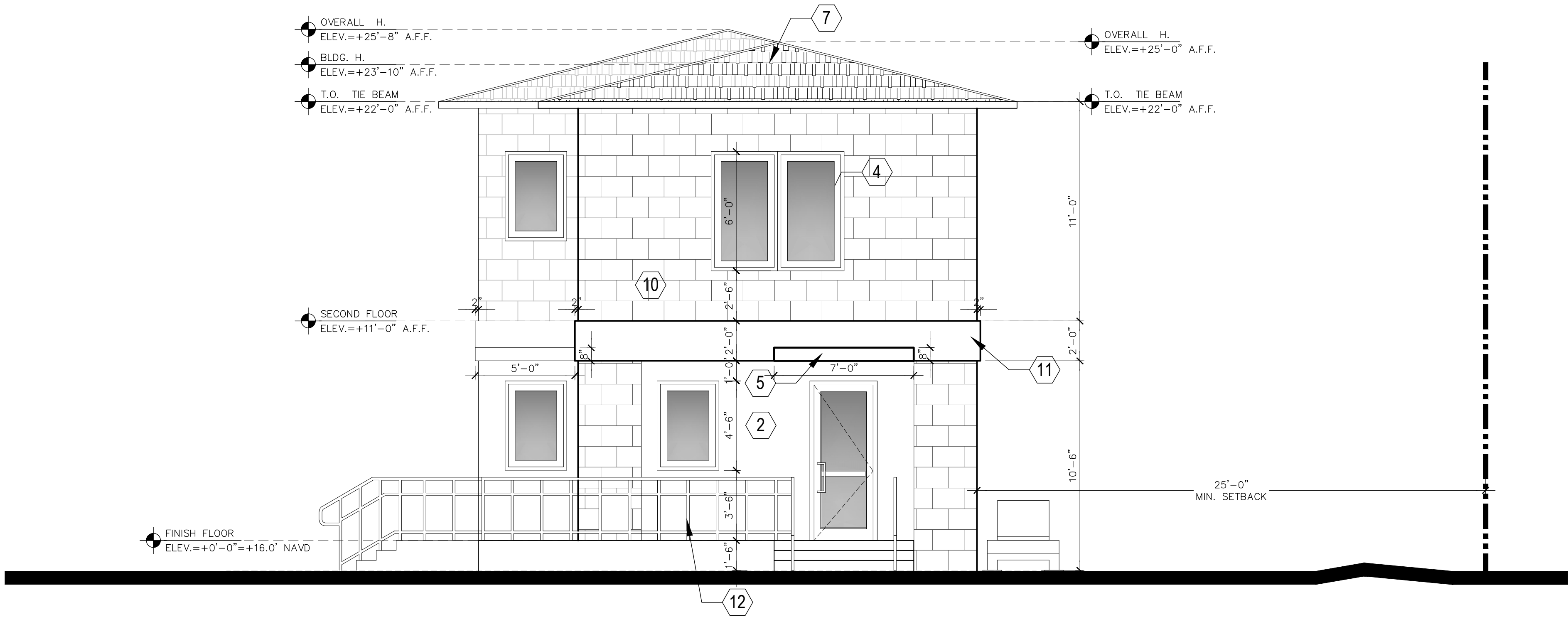


DRAWN	M.J.G.
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DATE	6/19/2018
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JOB. NO.	18-040
SHEET	A-1.0.1
OF	1 SHEETS



1 PROPOSED OFFICE SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



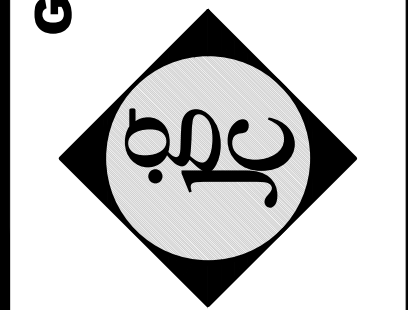
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1 PROPOSED OFFICE NORTH ELEVATION

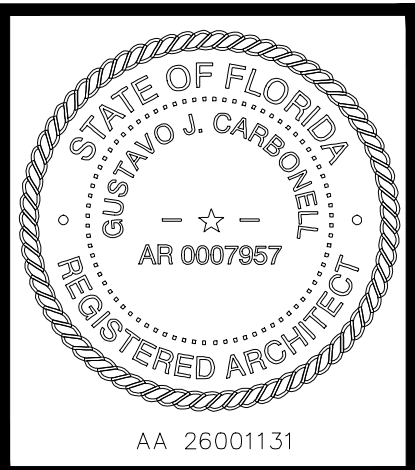
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REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.

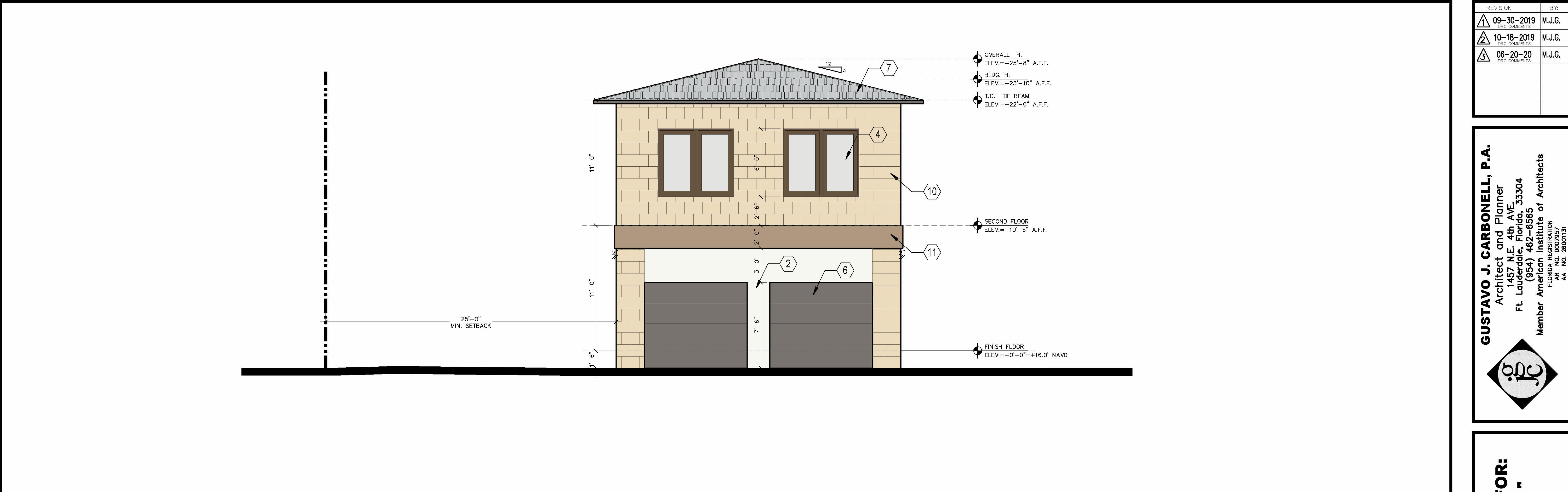
GUSTAVO J. CARBONELL, P.A.
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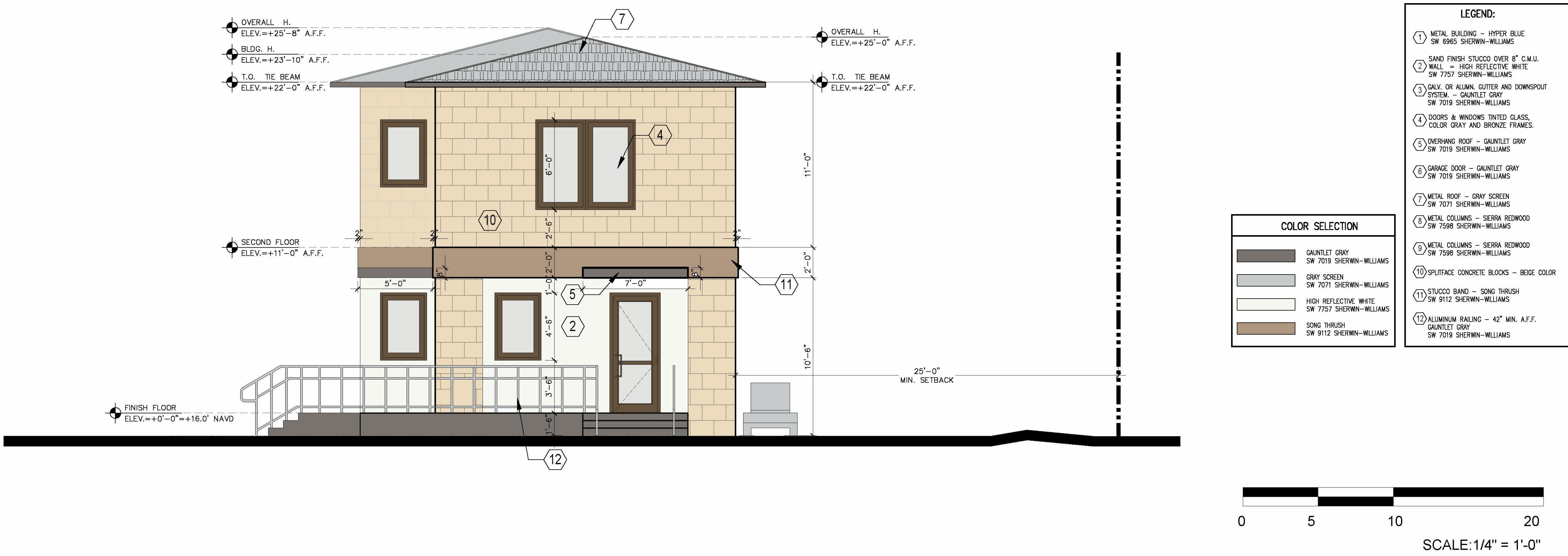
PROPOSED DEVELOPMENT FOR:
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DRAWN	M.J.G.
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JOB. NO.	18-040
SHEET	A-1.1
OF	1 SHEETS



1 | **PROPOSED OFFICE SOUTH ELEVATION**
SCALE: 1/4" = 1'-0"



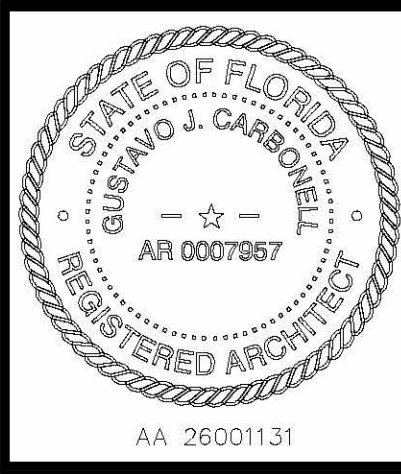
1 | **PROPOSED OFFICE NORTH ELEVATION**
SCALE: 1/4" = 1'-0"

REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.

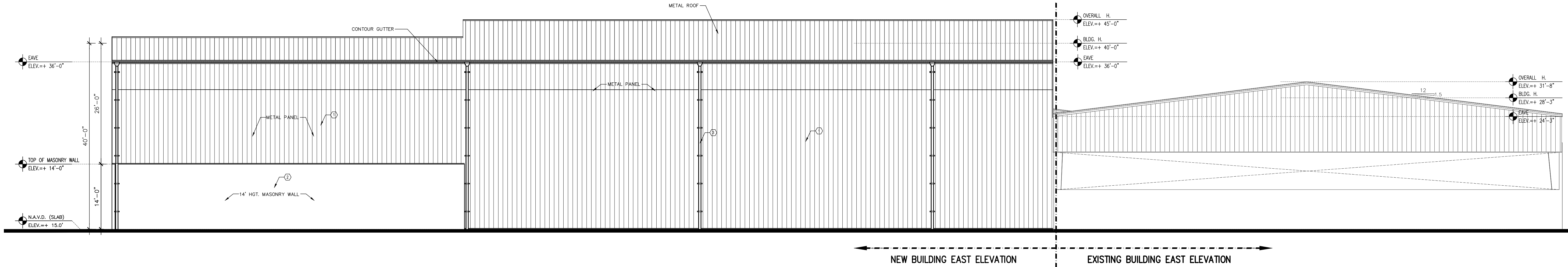
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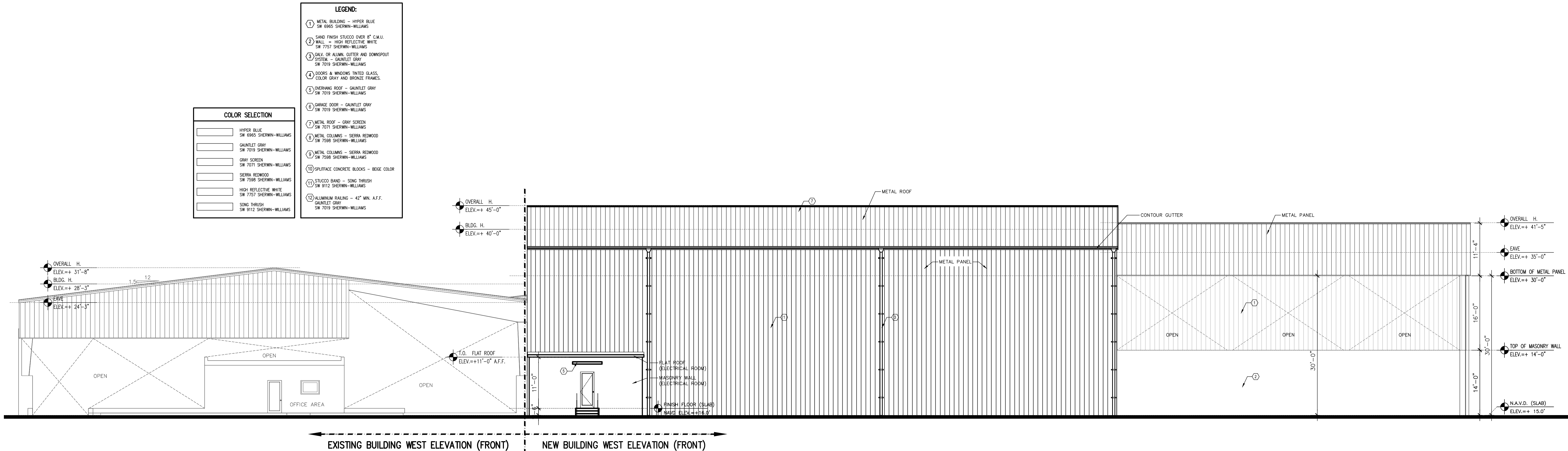


DRAWN	M.J.G.
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SHEET	A-1.1.1
OF	1 SHEETS



2 PROPOSED PRE-ENGINEERED BUILDING EAST ELEVATION

SCALE: 3/32" = 1'-0"



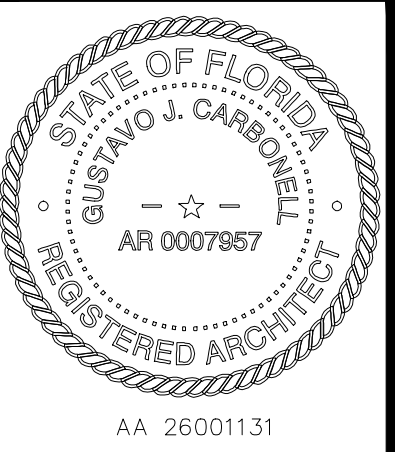
1 PROPOSED PRE-ENGINEERED BUILDING WEST ELEVATION

SCALE: 3/32" = 1'-0"

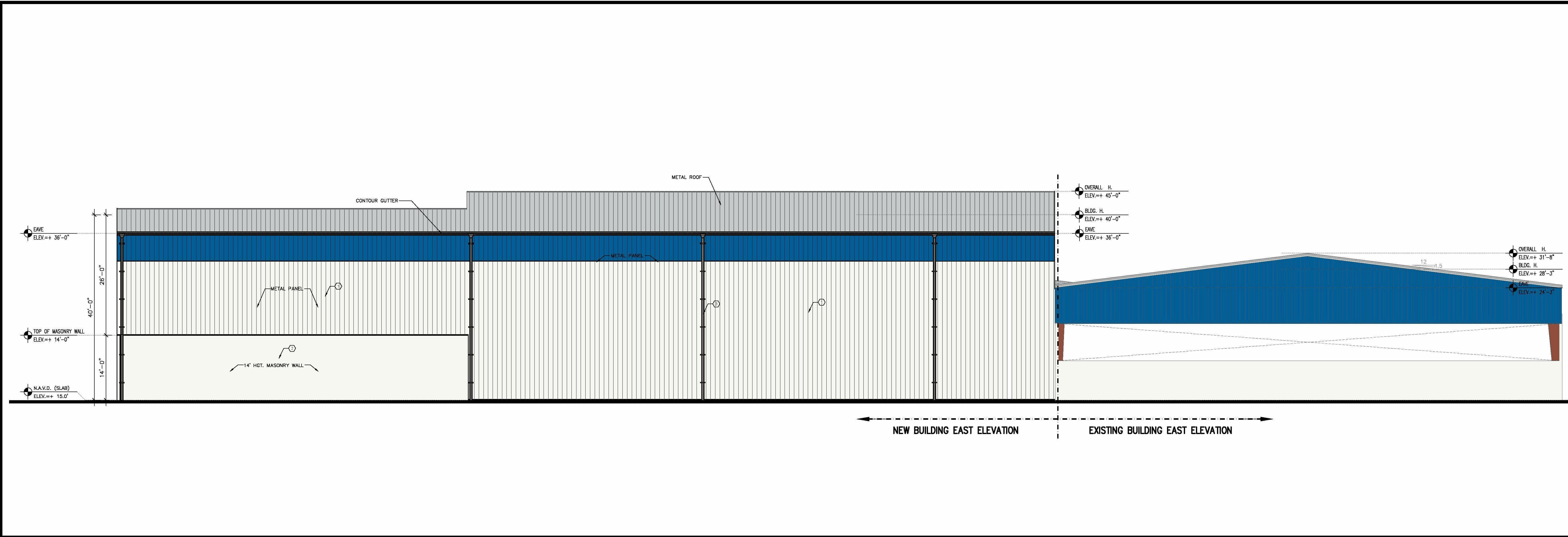
REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.

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PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.

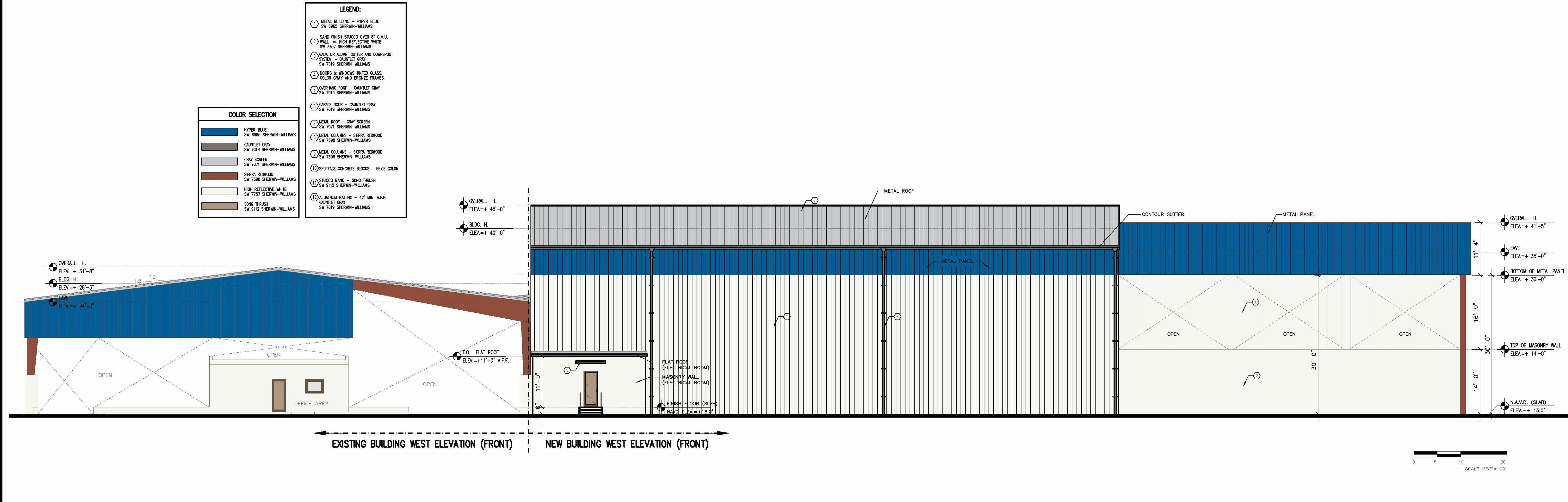


DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	A-1.2
OF	1 SHEETS



2 PROPOSED PRE-ENGINEERED BUILDING EAST ELEVATION

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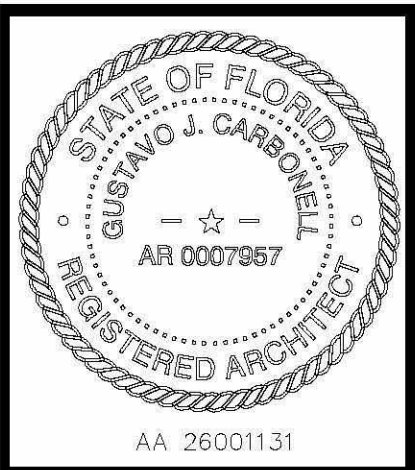
1 PROPOSED PRE-ENGINEERED BUILDING WEST ELEVATION

SCALE: 3/32" = 1'-0"

REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.

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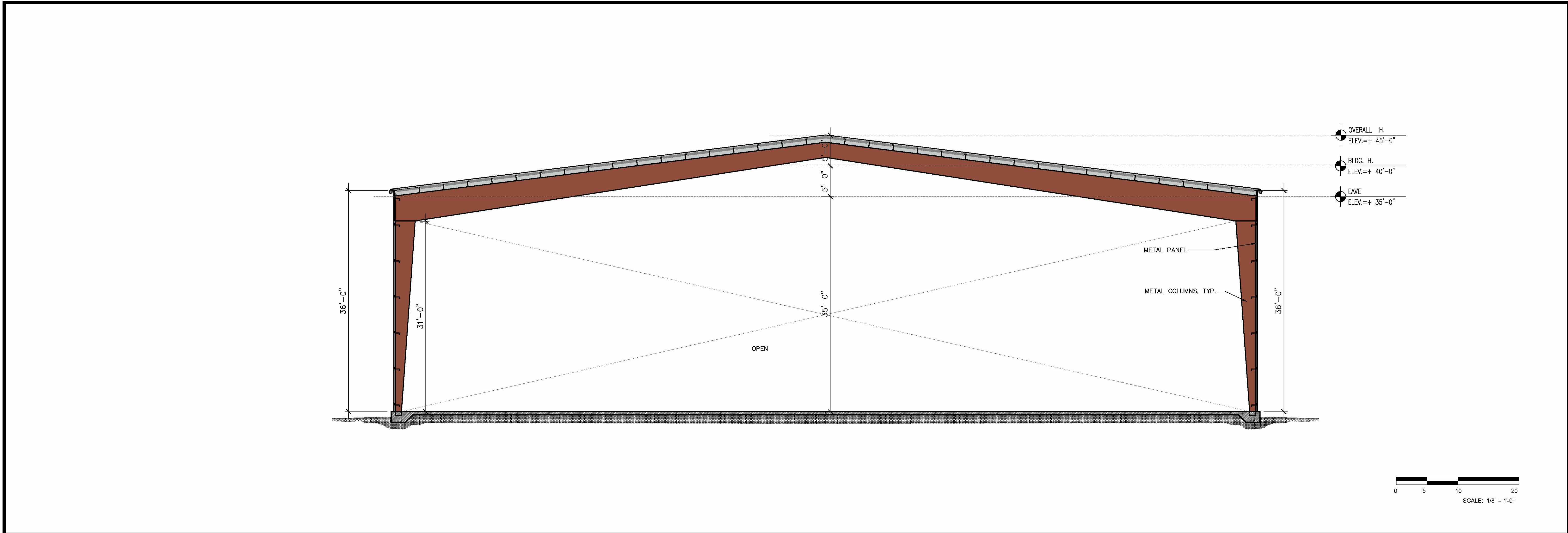
PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
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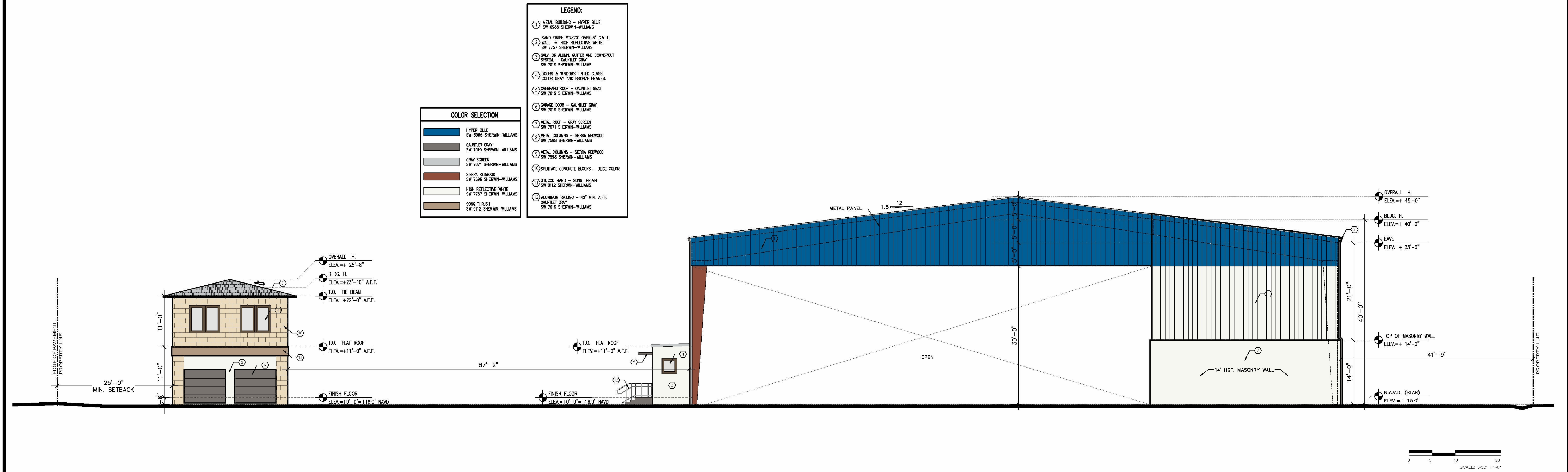
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CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	A-1.2.1
OF	1 SHEETS



DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	A-1.3
OF	1
SHEETS	



2 | **PROPOSED PRE-ENGINEERED BUILDING SCHEMATIC SECTION**
SCALE: 1/8" = 1'-0"

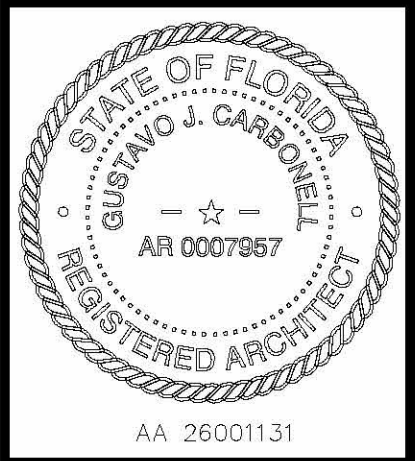


1 | **PROPOSED PRE-ENGINEERED BUILDING SOUTH ELEVATION**
SCALE: 3/32" = 1'-0"

REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.

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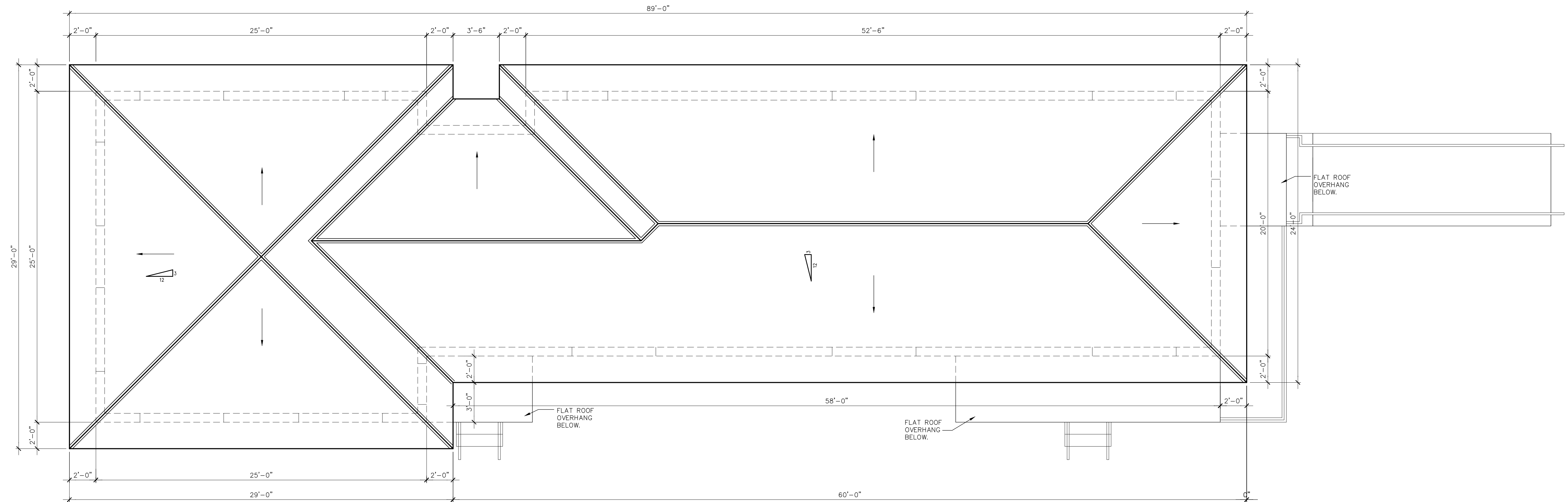
PROPOSED DEVELOPMENT FOR:
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DRAWN	M.J.G.
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DATE	6/19/2018
SCALE	AS NOTED
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SHEET	A-1.3.1
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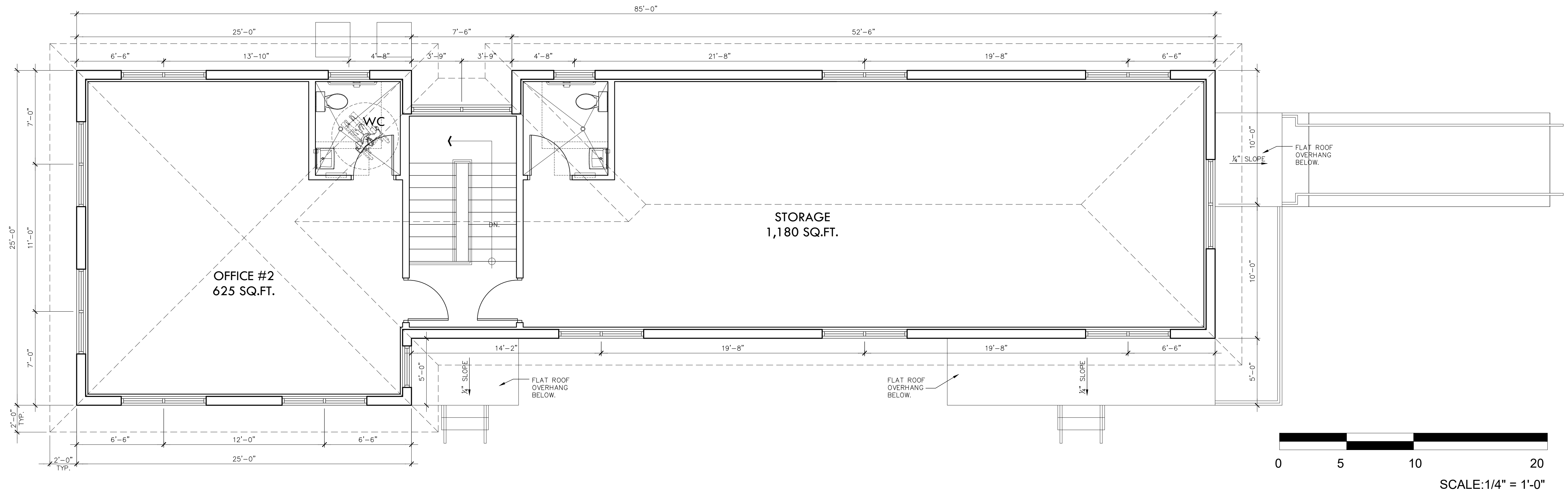


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CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	A-2.0
OF	1 SHEETS



2 PROPOSED OFFICE ROOF PLAN
SCALE: 1/4" = 1'-0"

SCALE: $1/4" = 1'-0"$



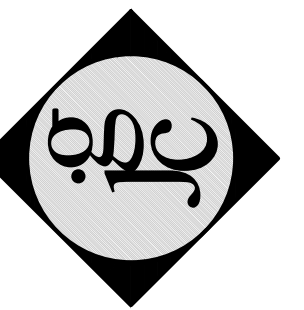
1 | PROPOSED OFFICE SECOND FLOOR PLAN

SCALE: 1/4" = 1'-0"



REVISION	BY:
2 10-18-2019 DRC COMMENTS	M.J.G.

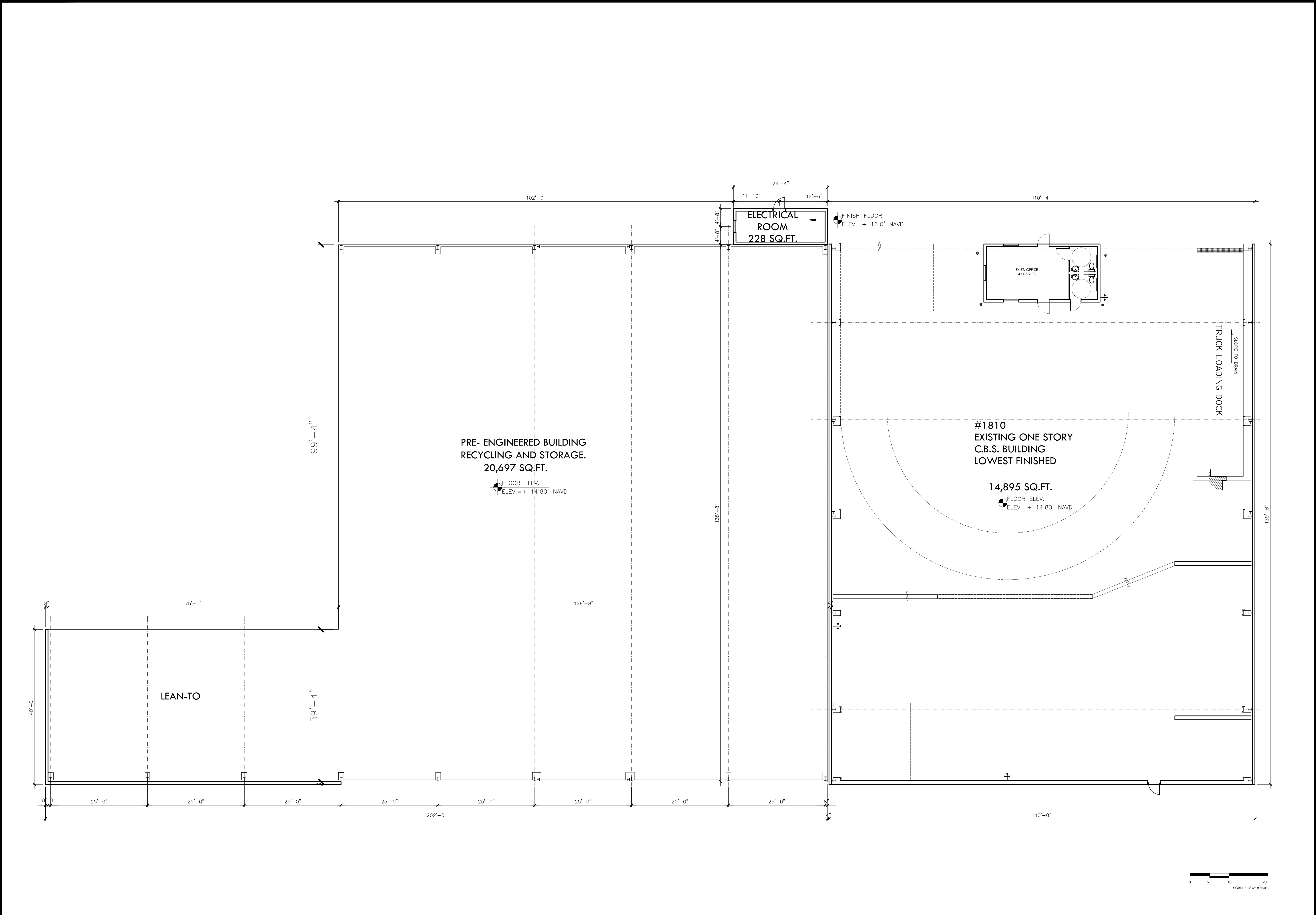
GUSTAVO J. CARBONELL, P.A.
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SHEETS	



REVISION	BY:
09-30-2019 DRC COMMENTS	M.J.G.
10-18-2019 DRC COMMENTS	M.J.G.
06-20-20 DRC COMMENTS	M.J.G.

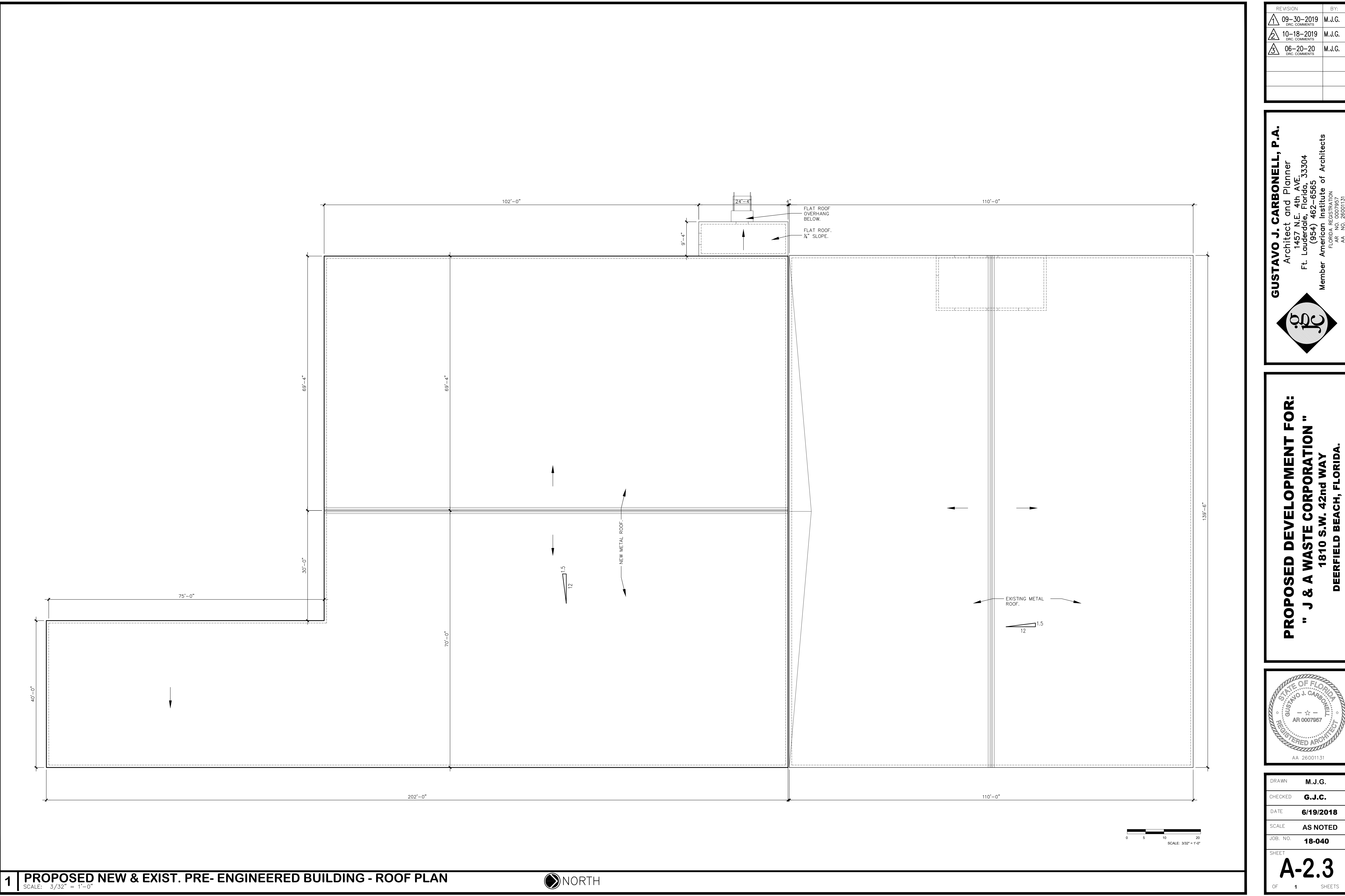
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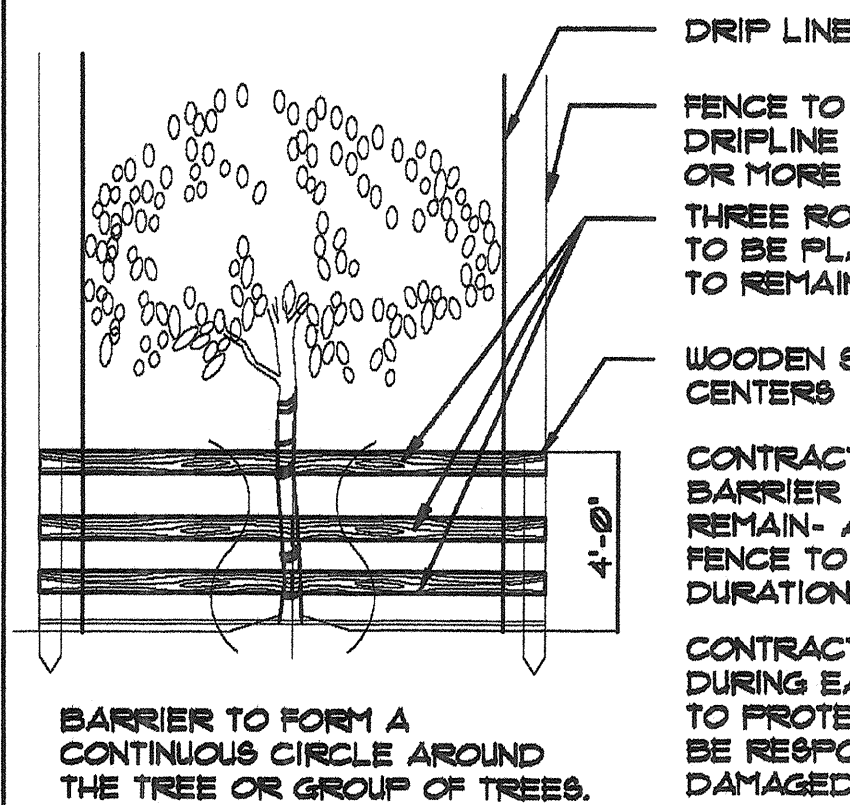
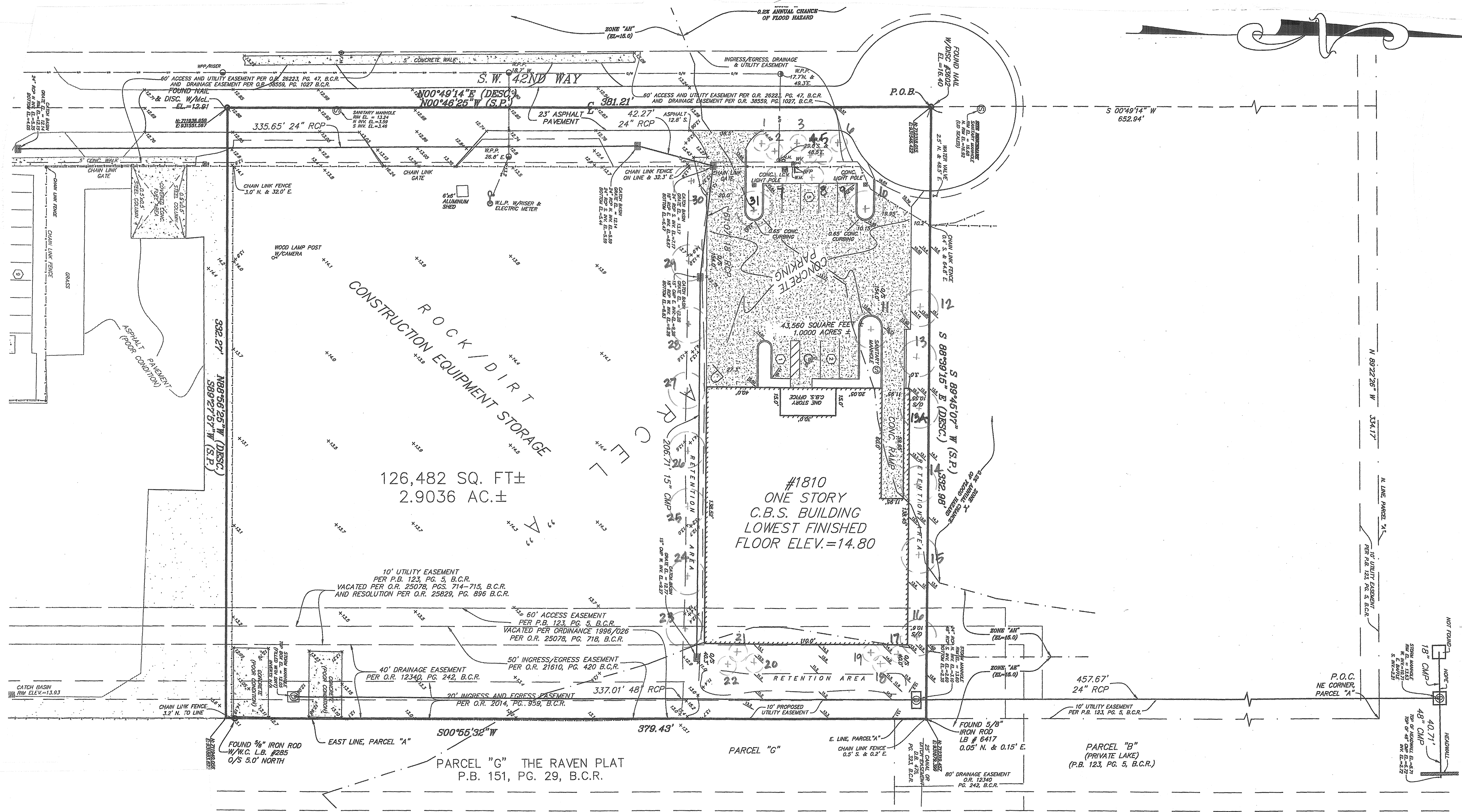
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DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	A-2.2
OF	1 SHEETS





TREE PROTECTION DETAIL

N.T.S.

Note: A tree removal permit is required by the City prior to the removal of any trees on site.

Existing Tree Disposition

Existing tree number	Botanical/ Common Name	Size (Trees: Ht, Spr, DBH Palms: GW, Spr,)	Disposition	Mitigation (square feet canopy)
1	Sabal palmetto/ Cabbage Palm	16' GW, 8' Spr,	Remain	0
2	Sabal palmetto/ Cabbage Palm	16' GW, 8' Spr,	Remain	0
3	Sabal palmetto/ Cabbage Palm	16' GW, 8' Spr,	Remain	0
4	Sabal palmetto/ Cabbage Palm	16' GW, 8' Spr,	Remain	0
5	Sabal palmetto/ Cabbage Palm	16' GW, 8' Spr,	Remain	0
6	Sabal palmetto/ Cabbage Palm	16' GW, 8' Spr,	Remove	50
7	Bauhinia sp/ Orchid Tree	10' x 8', multi trunk	Remove	50
8	Bauhinia sp/ Orchid Tree	10' x 8', multi trunk	Remain	0
9	Bauhinia sp./ Orchid Tress	10' x 8' multi trunk	Remove	50
10	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remove	50
11	Bursera simaruba/ Gumbo Limbo	20' x 18', 16"	Remain	0
12	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0
13	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0
13A	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0
14	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0

See Sheet L-1 for proposed landscape.

Remove all exotic nuisance vegetation on site.

15	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0
16	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0
17	Sabal palmetto/ Sabal Palm	22' GW, 8' Spr,	Remain	0
18	Sabal palmetto/ Sabal Palm	22' GW, 8' Spr	Remain	0
19	Sabal palmetto/ Sabal Palm	22' GW, 8' Spr	Remain	0
20	Sabal palmetto/ Sabal Palm	22' GW, 8' Spr	Remain	0
21	Sabal palmetto/ Sabal Palm	22' GW, 8' Spr	Remain	0
22	Bursera simaruba/ Gumbo Limbo	20' x 8', 6"	Remove	50 sf
23	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
24	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
25	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
26	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
27	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
28	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
29	Bursera simaruba/ Gumbo Limbo	18' x 16', 12"	Remove	200 sf
30	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0
31	Bursera simaruba/ Gumbo Limbo	18' x 16', 8"	Remain	0

Tree Disposition Plan

Scale 1"= 30'=0"

Mitigation required = 1650 sf of canopy to be replaced

Mitigation provided = 4 gumbo limbo
2 oaks
= 1800 sf

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PROPOSED DEVELOPMENT FOR:
" J & A HOLDING GROUP, INC. "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.

Kimberly Moyer, RLA
Landscape Architecture
(954) 492-9609
Lic. No. #LA0000952

DRAWN

CHECKED

K.M.

DATE

5-20-2019

SCALE

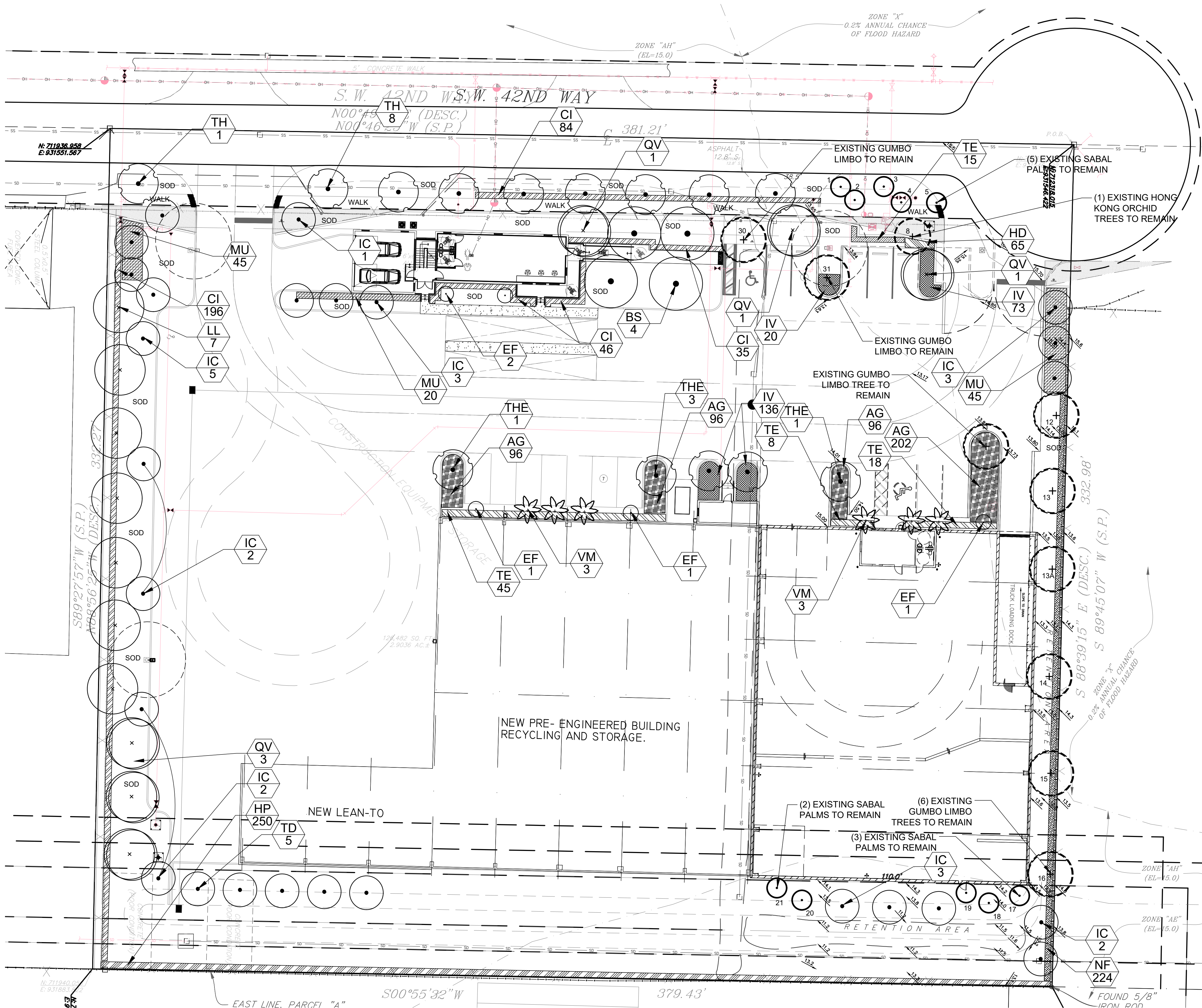
JOB. NO.

18-040

SHEET

TD-1

OF SHEETS



LANDSCAPE PLAN

Scale: 1" = 20'-00"

North

Plant List					
Trees / Palms					
Sum	Qty	Botanical / Common Name	Size	Native	Drought Tolerance
EF	5	Eugenia foetida/ Spanish Stopper	8'-10' Ht x 4.5' Spr, 1.5" cal, 4' CT	Yes	High
QV	5	Quercus virginiana/ Live Oak	14'-16' Ht x 6' Spr, 2.5" dbh, 5' CT	Yes	High
TD	5	Taxodium distichum/ Bald Cypress	14'-16' Ht x 6' Spr, 2.5" dbh, 5' CT	Yes	High
BS	4	Bursera simaruba/ Gumbo Limbo	14'-16' Ht x 6' Spr, 2.5" dbh, 5' CT	Yes	High
VM	6	Veitchia montgomeryana/ Montgomery Palm	18' GW	No	Medium
TH	9	Tabebuia heterophylla/ Pink Tabebuia	12'-13' Ht x 5' Spr, 2" dbh, 4.5' CT	No	High
THE	5	Tabebuia heterophylla/ Pink Tabebuia	18' Ht x 6' Spr, 3" dbh, 5' CT	No	High
IC	21	Ilex cassine/ Dahoon Holly	12'-13' Ht x 5' Spr, 2" dbh, 4.5' CT	Yes	High
LL	7	Lysiloma latissilicium/ Wild Tamarind	14'-16' Ht x 6' Spr, 2.5" dbh, 5' CT	Yes	High
Shrubs/Groundcovers					
AG	490	Arachis glabrata/ Rhizoma Peanut	4" x 10", 18" O.C.	No	High
CI	361	Chrysobalanus icaco/ Cocoplum	24" x 18", 18" O.C.	Yes	Medium
IV	229	Ilex vomitoria/ Stokes Dwarf/ Dwarf Ilex	10" x 10", 18" O.C.	Yes	High
NF	224	Nephrolepis falcata/ Macho Fern	20" x 18", 18" O.C.	No	Medium
MU	110	Muhlenbergia capillaris/ Muhly Grass	24" x 18", 18" O.C.	Yes	High
TE	86	Thunbergia erecta/ King's Mantle	24" x 18", 18" O.C.	No	Medium
HP	250	Hamelia patens/ Compacta/ Firebush	24" x 18", 18" O.C.	Yes	High
HD	65	Helianthus debilis/ Dune Sunflower	4" x 10", 18" O.C.	Yes	High
Sod		St. Augustine			
Mulch		Shredded Melaleuca or Eucalyptus			

Landscape Code Requirements				
Description	Application	Calculation	Qty. Required	Qty. Provided
Site Trees	1 tree/ 1500 sf pervious	34,562 sf/ 1500	23	23
Site Shrubs	10/ 1500 sf pervious area	34,562 sf/ 1500 x 10	230	1260
Site Groundcover	10/ 1500 sf pervious area	34,562 sf/ 1500 x 10	230	555
Perimeter Buffer				
North	1 tree / 40 lf	332/40	9	9
East		379.43/ 40	10	10
South		332/40	9	9
West (Right of Way)	1 tree / 40 lf	310/ 40	8	8
	1 small tree/ 100 lf	310/100	4	4
Building Foundation				
	1/40 lf	160/ 40	4	4
		60/40	2	2
Flowering Trees				
	10%	69 (. 10)	7	14
Flowering Shrubs				
	10%	460 (. 10)	46	336
Native Trees				
	50%	69 (. 50)	35	52
Native Shrubs				
	50%	460 (. 50)	230	950
Foundation trees				
	per building height 75'	18' Ht required	6	7
Mitigation trees			1650 sf	6 trees =1800 sf

- NOTES:
1. SOD AND IRRIGATE TO EDGE OF ROAD.
 2. TREE REMOVAL PERMIT IS REQUIRED BY CITY PRIOR TO REMOVAL OF ANY TREES ON SITE.
 3. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM VIEW WITH APPROPRIATE SHRUB MATERIAL.
 4. REFER TO SHEET L-2 FOR PLANTING NOTES AND DETAILS.

REVISION		BY:
1	Planting Rev.	K.M.
2	Planting Rev.	K.M.
3	Planting Rev.	K.M.
4	Planting Rev.	K.M.
5	Planting Rev.	K.M.
6	Planting Rev.	K.M.

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PROPOSED DEVELOPMENT FOR:
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1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.

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(954) 492-9609
Lic. No. #LA0000952

DRAWN	
CHECKED	K.M.
DATE	5/19/2017
SCALE	
JOB. NO.	17-052
SHEET	L-1
OF	SHEETS

REVISION	BY:
1.	11/19/19
2.	

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DATE

SCALE

JOB. NO.

SHEET

K.M.

5-20-2019

18-040

L-2

OF SHEETS

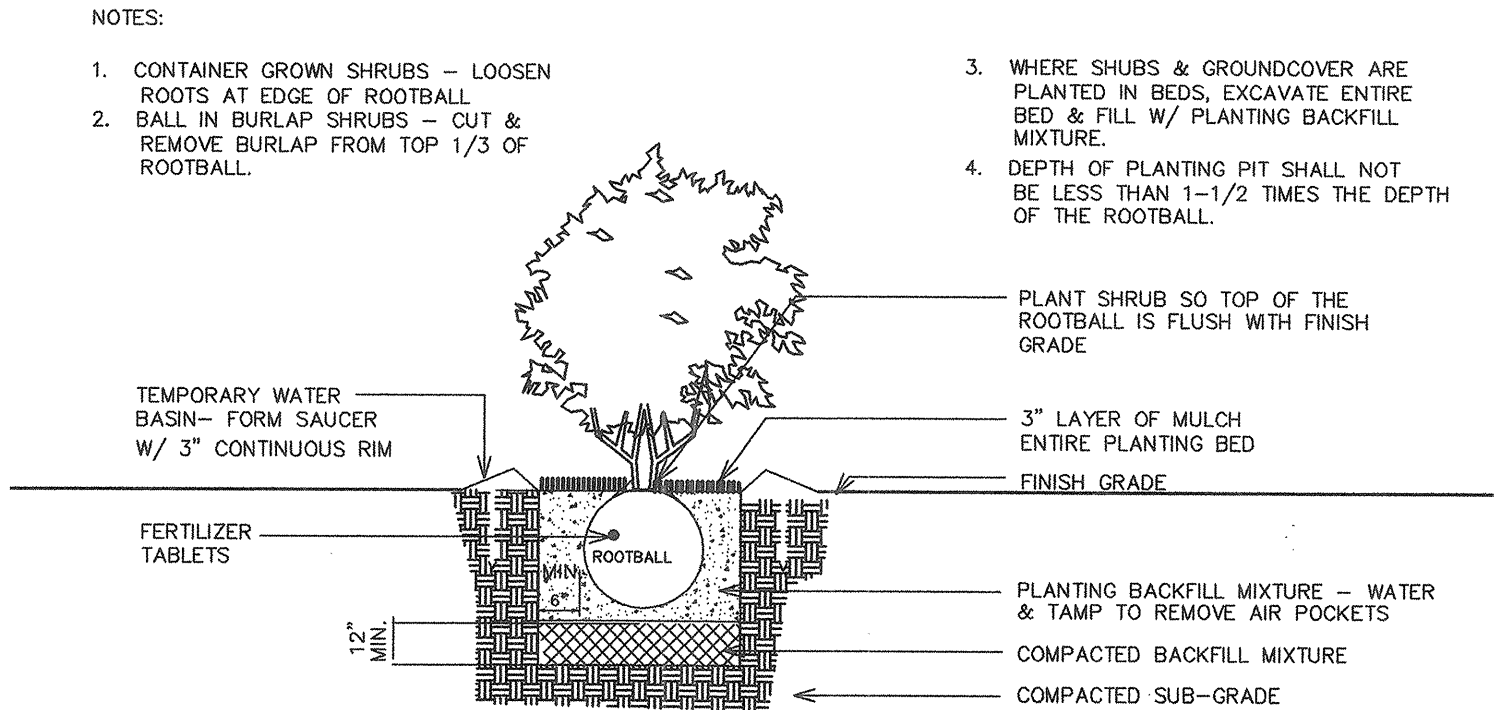
General Notes:

- All plant material shall be Florida No. 1 or better as given in the current Florida Grades and Standards for Nursery Plants, 2015, Florida Department of Agriculture and Consumer Services.
- All plant materials may be subject to inspection and approval by the Landscape Architect at place of growth and upon delivery for conformity to specification.
- All plants shall be true to species and variety and shall conform to measurements specified. All substitutions shall be submitted to the City for final approval.
- All plants shall be exceptionally heavy, symmetrical, light knit and so trained in appearance as to be superior to form, branching and symmetry.
- Contractor shall notify Sunshine 811 (call 811) for locations of existing utility lines 48 hours prior to beginning work. Contractor shall verify location of all utility lines and easements prior to commencing any work. Excavation in the vicinity of underground utilities shall be undertaken with care and by hand, if necessary. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to Owner.
- Grade B+, shredded sterilized Melaleuca mulch shall be used in all mass planting beds and for individual tree pits. All trees shall have a mulch ring with a depth of 3" and a diameter of 3'-4' around their base. All trees shall be kept 4" from base of all plant material. Mulch beds shall be a minimum of 12" wider than plants measured from outside edge of foliage.
- Sod shall be St Augustine and free of weeds, insects, fungus and disease, laid with alternating and abutting joints.
- All trees and shrubs shall be backfilled with a suitable planting soil consisting of 50 percent sand and 50 percent approved compost. All plant materials shall be planted with a minimum of 6 to 18 inches of planting soil around the root ball. Refer to planting details. Planting soil to be backfilled into plant pits by washing in. Planting beds shall be free from road, pea, egg or colored rock, building materials, debris, weeds, noxious pests and disease.
- All sodded areas to have a minimum of 2" of planting soil as described in note #8.
- All trees shall be warranted by the Contractor and will be healthy and in flourishing condition of active growth one year from date of final acceptance.
- All shrubs, groundcovers, vines and sod shall be fully warranted for one year under same condition as above.
- All synthetic burlap, synthetic string or cords or wire baskets shall be removed before any trees are planted. All synthetic tape shall be removed from trunks, branches, etc before inspection. The top 1/3 of any natural burlap shall be removed or lucked into the planting hole before trees are backfilled. Planting soil to be backfilled into pits by washing in.
- All trees and palms shall be planted with the top of their rootballs 1"-2" above finished grade. All other plants shall be planted with top of their rootballs no deeper than the final grade surrounding the planting area.
- In areas where paved surfaces abut sod or mulch, the final level of both surfaces should be even.
- All planting shall be installed with fertilizer at time of planting.
- All planting shall be installed in a sound, workmanlike manner and according to good planting procedures. Installation shall include watering, weeding, fertilizing, mulching, selective pruning and removal of refuse and debris on a regular basis so as to present a neat and well kept appearance at all times.
- All landscape and sod areas shall have an automatic irrigation system installed. Coverage should be 100% with 50% minimum overlap using rust free water to all landscape and sod areas. Spray upon public sidewalks, streets and adjacent properties should be minimized. Sodded areas and shrub/ groundcover beds should be on separate irrigation zones for a more efficient system. Irrigation system shall be installed with a rainswitch device.
- All landscape and irrigation shall be installed in compliance with all local codes.
- The plan shall take precedence over the plant list, should there be any discrepancy between the two.

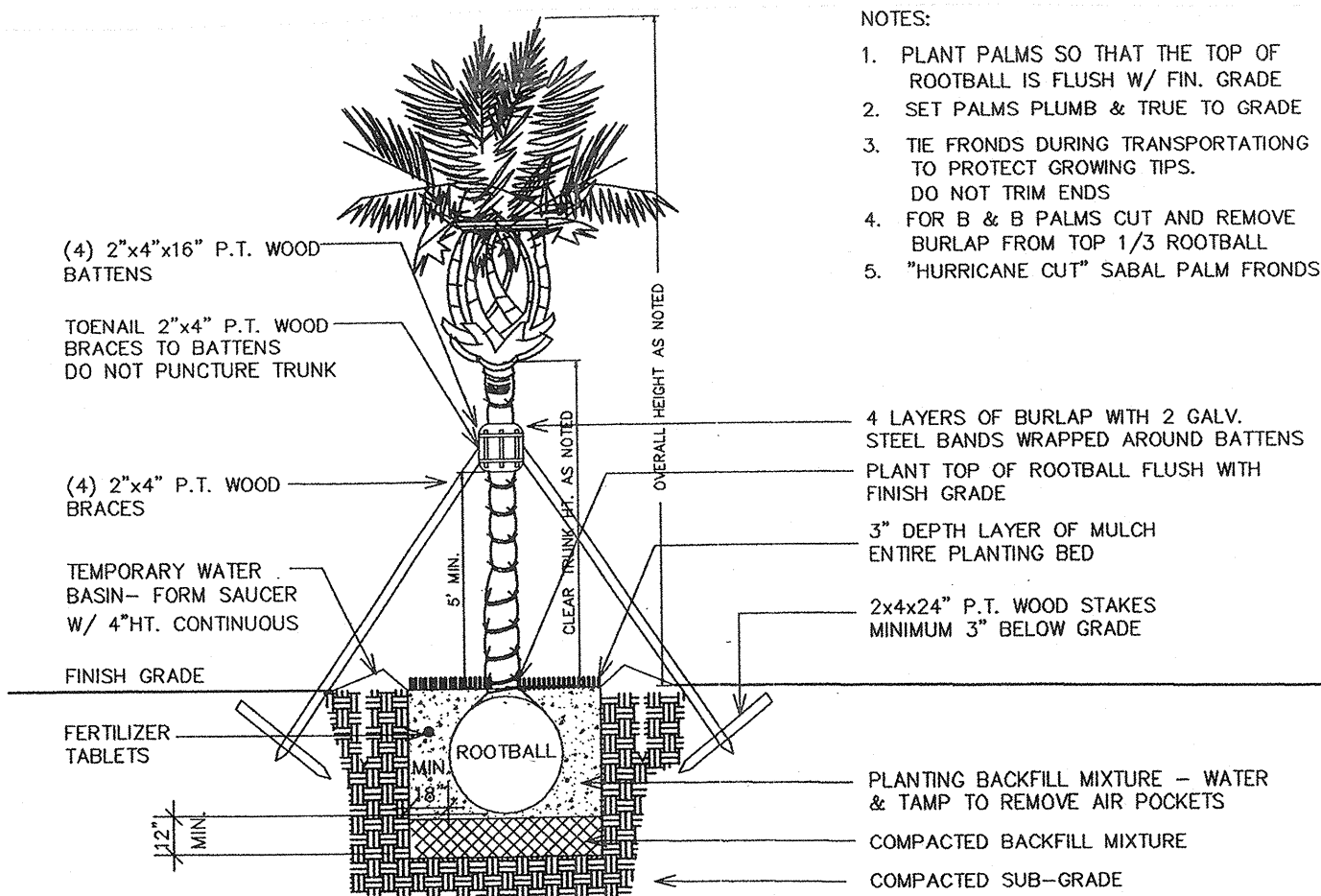
Note: A tree removal permit is required prior to the removal of any trees on site.

Note: Trees to be planted a minimum of 15' from all light poles.

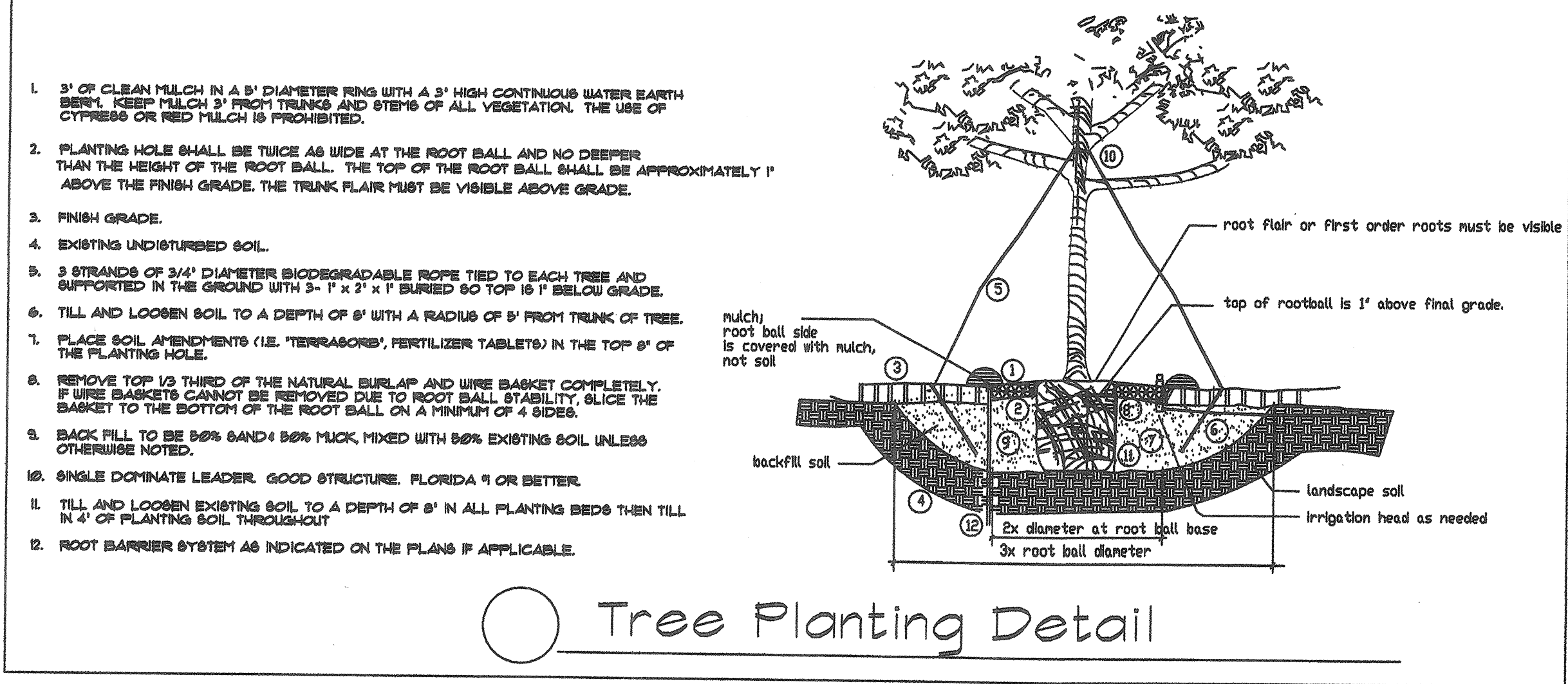
Note: Trees and shrubs to be planted a minimum of 7.5' from any fire hydrants.

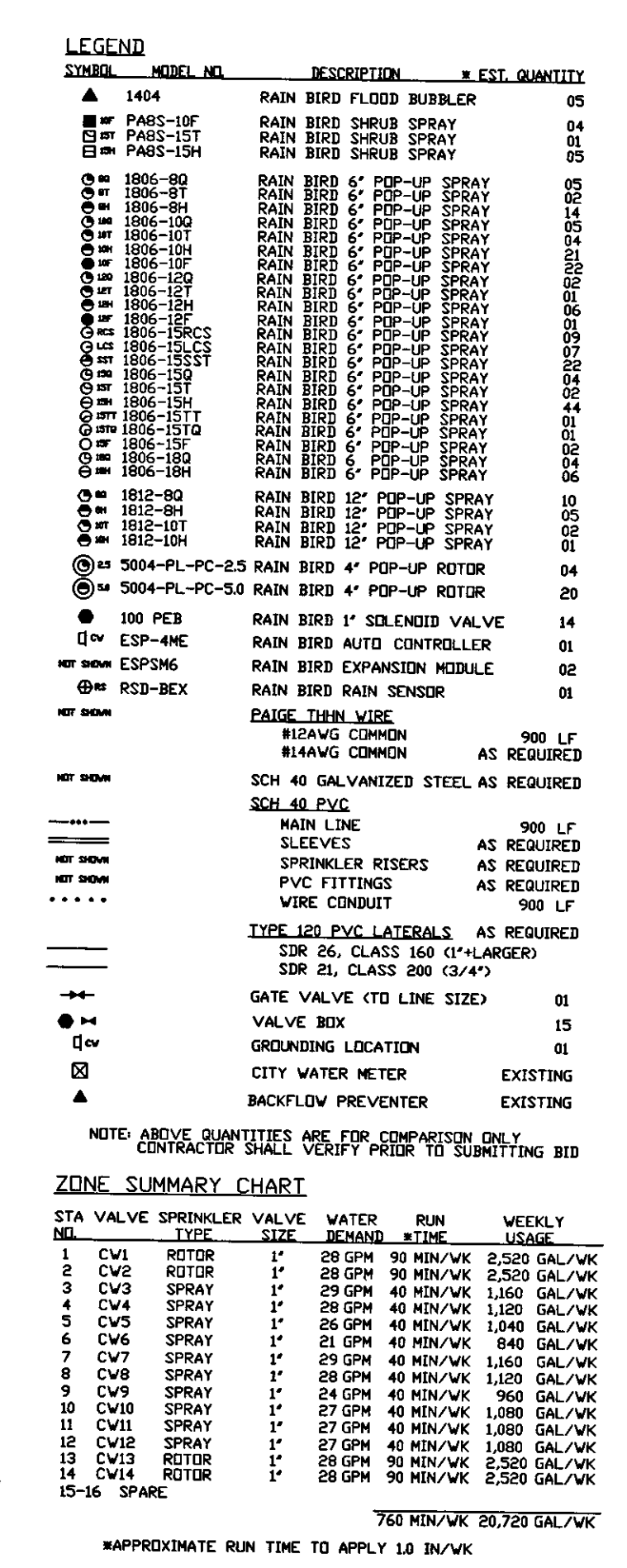


SHRUB PLANTING DETAIL



PALM PLANTING DETAIL



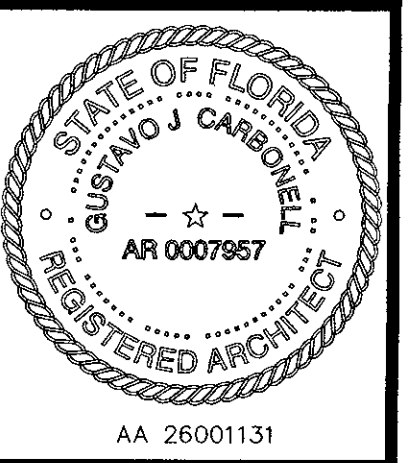


REVISION	BY

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AA NO 25001131



**PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.**



DRAWN	
CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB NO	18-040
SHEET	

IRR-1
OF 1 SHEETS

IRRIGATION NOTES & SPECIFICATIONS

AUTOMATIC IRRIGATION SYSTEM
WATER DEMAND / ZONE
SOURCE
PRESSURE REQUIRED

REFER TO PLAN
1" CITY WATER METER
60 PSI

GENERAL

IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES, CONTRACT DRAWINGS, CONTRACT SPECIFICATIONS, AND APPENDIX "F" OF THE FLORIDA BUILDING CODE.

IRRIGATION DESIGN BASED ON KIM MOYER "LANDSCAPING PLAN" DATED MAY 2020. CONTRACTOR SHALL REFER TO THIS PLAN TO COORDINATE SPRINKLER LOCATIONS AND PIPE ROUTING WITH NEW AND EXISTING PLANT LOCATIONS.

THIS IRRIGATION PLAN SHALL BE USED AS A GUIDE ONLY. CONTRACTOR SHALL INSTALL IRRIGATION TO MATCH ON SITE CONDITIONS AND TO OVERCOME THE INHERENT INACCURACIES THAT RESULT WHEN DESIGNING FROM BASE PLANS SCALED AT 1" = 20'.

THIS IRRIGATION HAS BEEN DESIGNED AS A TYPICAL BLOCK VALVE TYPE USING RAIN BIRD SPRINKLERS, IN-LINE VALVES, AND ESP CONTROL SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

THE WATER SOURCE SHALL BE A 1" CITY WATER METER DESIGNATED FOR IRRIGATION USE. REFER TO CIVIL ENGINEERING PLANS FOR ADDITIONAL INFORMATION.

BACKFLOW PREVENTION SHALL BE INSTALLED TO MEET LOCAL CODE REQUIREMENTS FOR CROSS CONNECTION CONTROL. BACKFLOW PREVENTION IS EXISTING.

CONTRACTOR IS ADVISED TO STUDY THE PLANS FOR ADDITIONAL INFORMATION AND VISIT THE SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS.

TO ENSURE PROPER OPERATION, PRESSURE REQUIRED, SOURCE SIZE, VALVE SIZES, ZONE CAPACITIES, SPRINKLER SPACING, PIPE AND WIRE SIZES, INSTALLATION NOTES AND DETAILS, AND SPECIFICATIONS SHALL BE FOLLOWED AS SHOWN.

PIPING

PIPE ROUTING IS SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS.

PIPE SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND PIPE MANUFACTURER'S INSTRUCTIONS.

PIPE ROUTED UNDER HARDSCAPED AREAS SHALL BE SLEEVED IN SCH 40 PVC. EACH SLEEVE SHALL BE: (1) BURIED TO A MINIMUM DEPTH OF 18", (2) TWO PIPE SIZES LARGER THAN CARRIER PIPE, AND (3) EXTENDED 3' BEYOND HARDSCAPED AREA. CONTRACTOR SHALL VERIFY THE SIZE, DEPTH AND LOCATION OF ALL EXISTING SLEEVES.

PIPE INSTALLED ABOVE GRADE AT THE BACKFLOW PREVENTER SHALL BE SCH 40 GALVANIZED STEEL. ALL OTHER PIPE AND FITTINGS SHALL BE TYPE 1120 PVC. MAIN AND FITTINGS SHALL BE SCH 40. LATERALS SIZED 1" AND LARGER SHALL BE SDR 26, CLASS 160. LATERALS SIZED 3/4" SHALL BE SDR 21, CLASS 200.

PIPE SIZED TO LIMIT FLOW VELOCITIES TO 5 FEET/SECOND AND TO LIMIT FRICTION LOSS IN THE PIPING NETWORK.

PIPE SHALL BE INSTALLED AT SUFFICIENT DEPTH BELOW GROUND TO PROTECT IT FROM HAZARD SUCH AS VEHICULAR TRAFFIC OR ROUTINE OCCURRENCES WHICH OCCUR IN THE NORMAL USE AND MAINTENANCE OF THE PROPERTY. DEPTHS OF COVER SHALL MEET OR EXCEED SCS CODE 430-DD. REFER TO THE APPLICABLE DETAIL FOR ADDITIONAL INFORMATION.

BACKFILL SHALL BE OF SUITABLE MATERIAL, FREE OF ROCKS, STONES, AND OTHER DEBRIS THAT WOULD DAMAGE IRRIGATION SYSTEM COMPONENTS.

GATE VALVES SHALL BE INSTALLED FOR ISOLATION. EACH VALVE SHALL BE BE TO LINE SIZE AND INSTALLED IN A VALVE BOX. POROUS VALVE SHALL BE INSTALLED PER BOX TO PROMOTE DRAINAGE.

SPRINKLERS

SPRINKLER LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR LANDSCAPING, FENCES, SITE LIGHTING, PREVAILING WIND, MOUNDING, ETC., TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. A PRIME OBJECTIVE SHALL BE TO ELIMINATE OVERTHROW ONTO PAVEMENT, SIDEWALKS, AND THE BUILDINGS.

SPRINKLERS SHALL BE RAIN BIRD 1800 SERIES. SIX INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH SOD AND MULCH, TWELVE INCH POP-UP TYPE SHALL BE INSTALLED IN AREAS LANDSCAPED WITH GROUND COVER AND LOW SHRUBS, SHRUB HEADS SHALL BE INSTALLED IN AREAS LANDSCAPED WITH TALL SHRUBS, AND BUBBLERS SHALL BE INSTALLED AT SELECTED TREES.

POP-UP TYPE LOCATED IN SOD, MULCH, AND GROUND COVERS SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND 1/2" INSERT ELBOWS.

POP-UP TYPE LOCATED IN SHRUBS SHALL BE INSTALLED ON 1/2" SCH 40 PVC RISERS TO A HEIGHT SO SPRINKLERS ARE CONCEALED FROM VIEW EXCEPT DURING USE.

SHRUB TYPE AND BUBBLERS SHALL BE INSTALLED ON 1/2" SCH 40 PVC RISERS. SHRUB HEADS SHALL BE INSTALLED A STANDARD HEIGHT OF 6" ABOVE PLANTS AND SHALL BE INSTALLED WITHIN PLANTS TO BE CONCEALED FROM VIEW. BUBBLERS SHALL BE INSTALLED AT THE BASE OF PLANTS FOR LOW LEVEL WATERING. RISERS SHALL BE PAINTED FLAT BLACK TO BE LESS VISIBLE.

EACH SPRAY HEAD SHALL BE EQUIPPED WITH THE APPROPRIATE SPRAY NOZZLE.

ROTOR HEADS SHALL BE RAIN BIRD 5000 SERIES WHICH SHALL BE INSTALLED ON FLEXIBLE SWING JOINTS CONSISTING OF THICKWALLED POLY PIPE AND 3/4" INSERT ELBOWS.

ADJUSTMENT FEATURES OF SPRINKLERS SPECIFIED SHALL BE UTILIZED TO ENSURE PROPER COVERAGE WITH MINIMAL UNDESIRABLE OVERTHROW. LOW ANGLE, FLAT SPRAY, AND ADJUSTABLE ARC NOZZLES SHALL BE USED TO MINIMIZE OVERTHROW.

SPRINKLERS LOCATED ADJACENT TO HARDSCAPED AREAS SHALL BE INSTALLED AWAY FROM HARDSCAPED AREAS TO MINIMIZE OVERTHROW AND THE CHANCE OF DAMAGE BY VEHICLES, PEDESTRIANS, AND LAWN MAINTENANCE PERSONNEL. AS A GENERAL RULE, 6" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 4", SHRUB HEADS AND 12" POP-UP SPRAY HEADS SHALL BE INSTALLED IN 12".

CONTROL SYSTEM

A RAIN BIRD ESP SERIES ELECTRIC CONTROL SYSTEM SHALL BE INSTALLED. ONE 16 STATION CONTROLLER SHALL ACTIVATE 14 SOLENOID VALVES. A RAIN SENSOR SHALL BE INSTALLED TO CONSERVE WATER.

CONTROLLER SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODES AND MANUFACTURER'S INSTRUCTIONS. PROPER GROUNDING EQUIPMENT SHALL BE PROVIDED.

CONTROLLER LOCATION SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE. A 120 VAC ELECTRIC SOURCE IS REQUIRED.

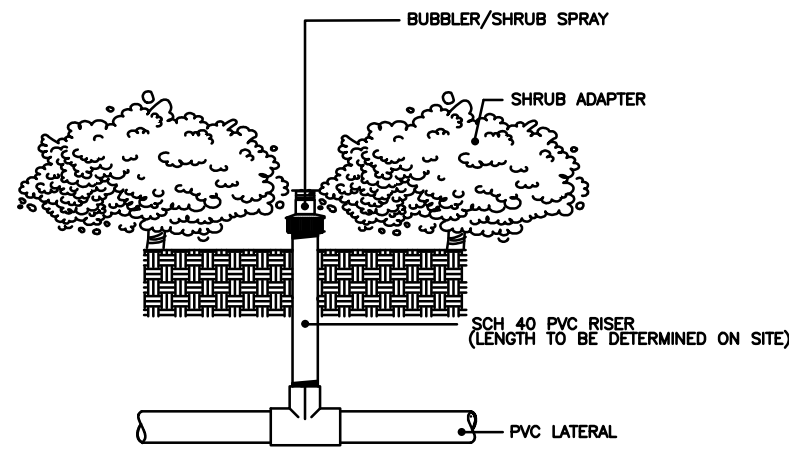
CONTROL LINES FROM AUTOMATIC CONTROLLER TO IN-LINE AUTOMATIC VALVES SHALL BE #14 AWG THHN TYPE WHICH SHALL BE: (1) INSTALLED IN ACCORDANCE WITH LOCAL CODES, (2) INSTALLED IN WIRE CONDUIT, (3) BURIED TO A MINIMUM DEPTH OF 15". SPLICES SHALL BE MADE WATERPROOF USING APPROVED METHODS.

AUTOMATIC VALVE LOCATIONS ARE SCHEMATIC ONLY AND SHALL BE ADJUSTED FOR ON SITE CONDITIONS. EACH VALVE SHALL BE INSTALLED IN A VALVE BOX. A MINIMUM OF ONE CUBIC FOOT OF GRAVEL SHALL BE PROVIDED PER BOX TO PROMOTE DRAINAGE.

WATER CONSERVATION EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. THE RAIN SENSOR SHALL BE INSTALLED ON A STATIONARY STRUCTURE, MINIMUM OF 5' CLEARANCE FROM OTHER OUTDOOR EQUIPMENT, FREE AND CLEAR OF ANY TREE CANOPY OR OTHER OVERHEAD OBSTRUCTION, AND ABOVE THE HEIGHT OF SPRINKLER COVERAGE.

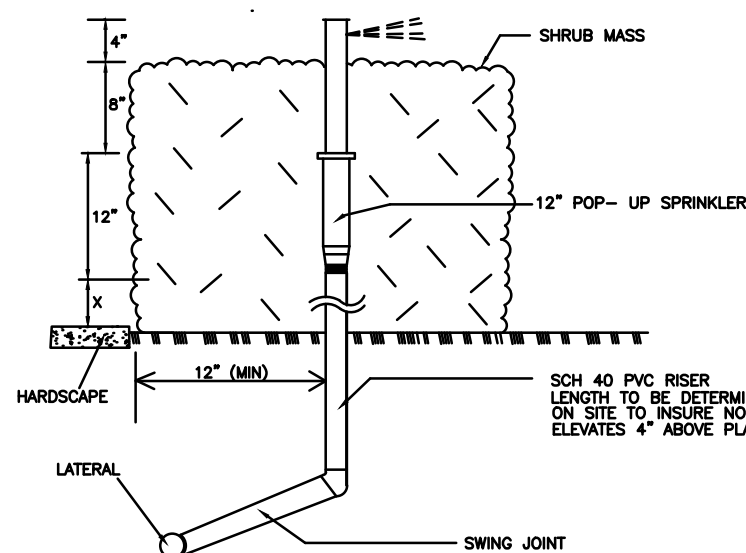
TIMING AND PRECIPITATION

TIMING OF EACH STATION SHALL BE SET IN THE FIELD TO MATCH LOCAL REQUIREMENTS. REFER TO ZONE SUMMARY CHART FOR RECOMMENDED RUN TIMES TO APPLY 1.0 INCHES/WEK.



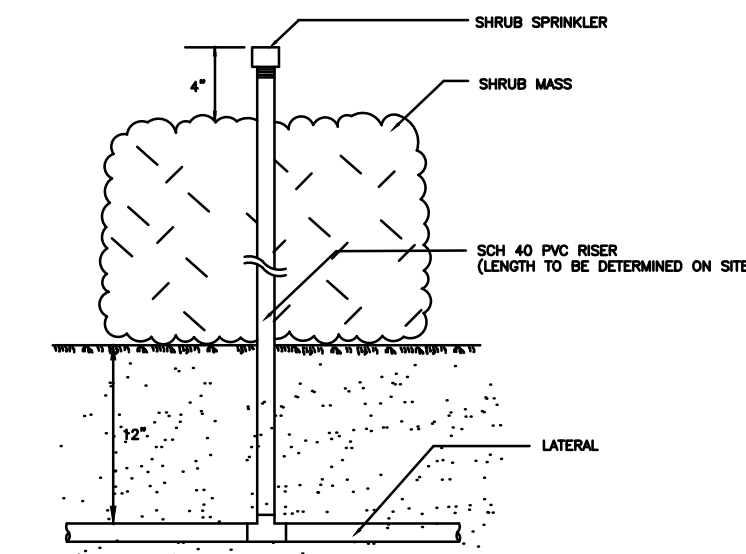
SPRINKLER DETAIL (NTS)

BUBBLER/SHRUB SPRAY
INSTALLED AT THE BASE OF
PLANTS FOR LOW LEVEL
WATERING



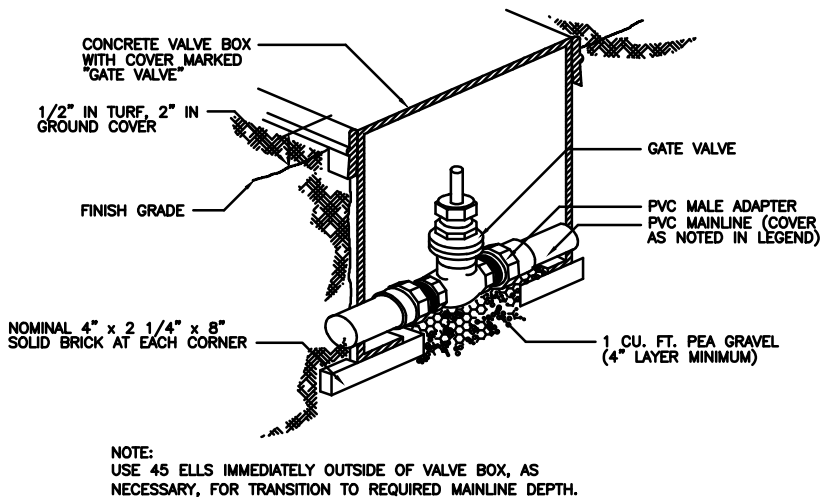
SPRINKLER DETAIL (NTS)

12" POP-UP ON PVC SWING
JOINT WITH RISER LOCATED IN
PLANT MASS MAINTAINED TO A
MINIMUM HEIGHT OF 24".



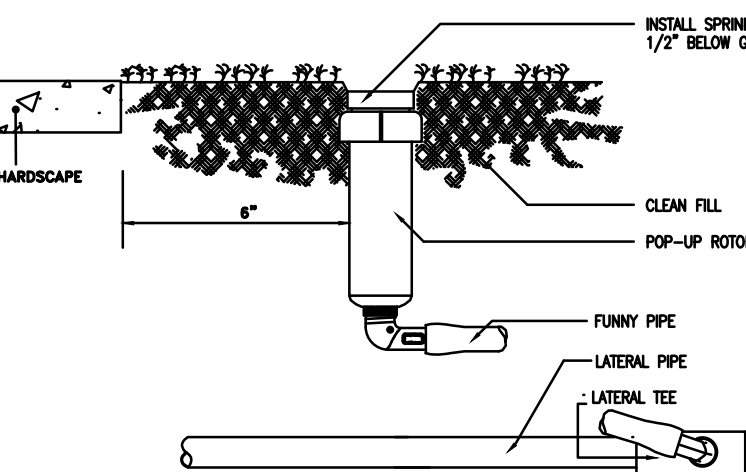
SPRINKLER DETAIL (NTS)

SHRUB SPRAY ON RISER
AT INTERIOR LOCATION IN
PLANT MASS.



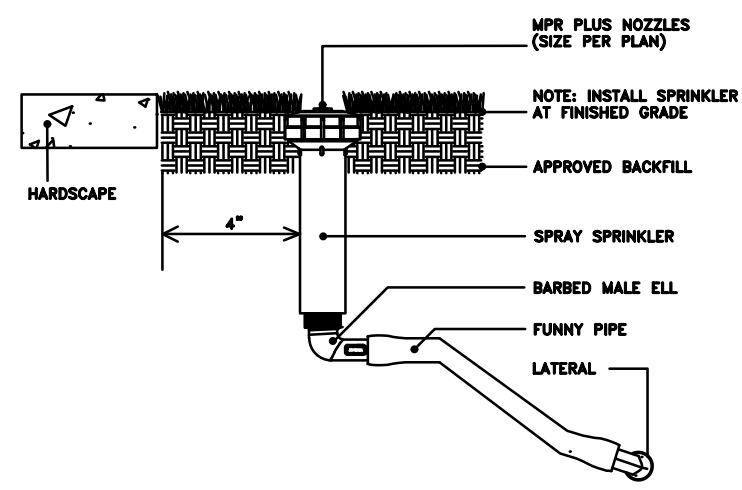
GATE VALVE DETAIL

NOT TO SCALE



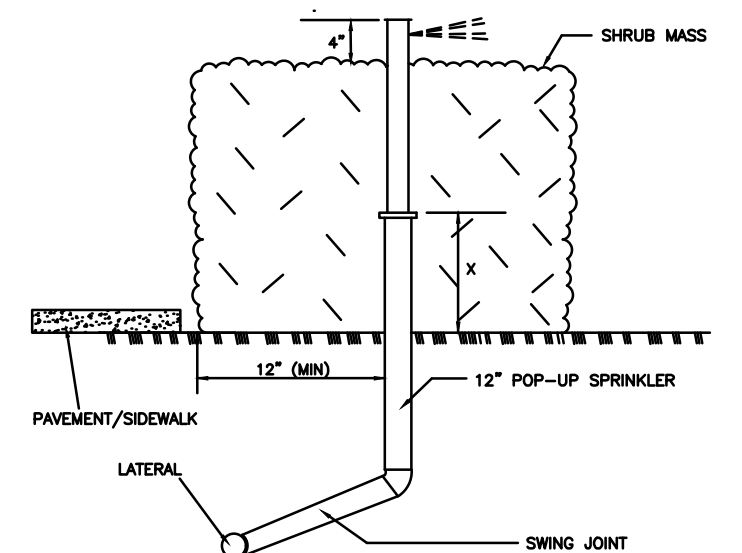
SPRINKLER DETAIL (NTS)

POP-UP ROTOR ON POPY PIPE
SWING JOINT LOCATED IN SOD
OR MULCH



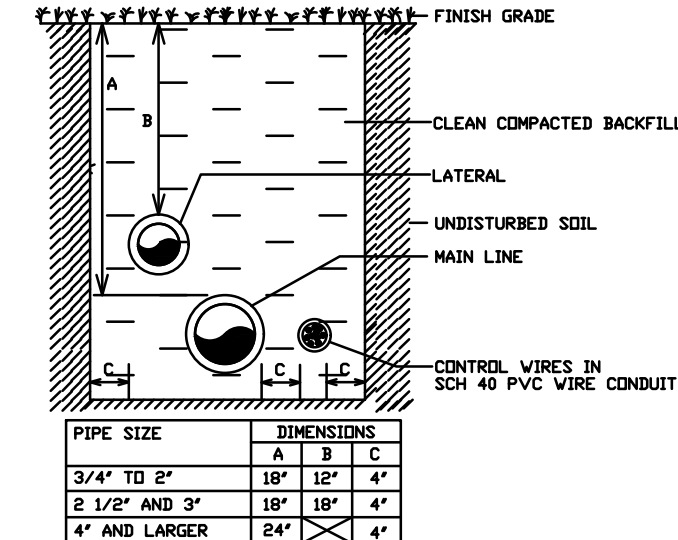
SPRINKLER DETAIL (NTS)

BUBBLER/SHRUB SPRAY
INSTALLED AT THE BASE OF
PLANTS FOR LOW LEVEL
WATERING



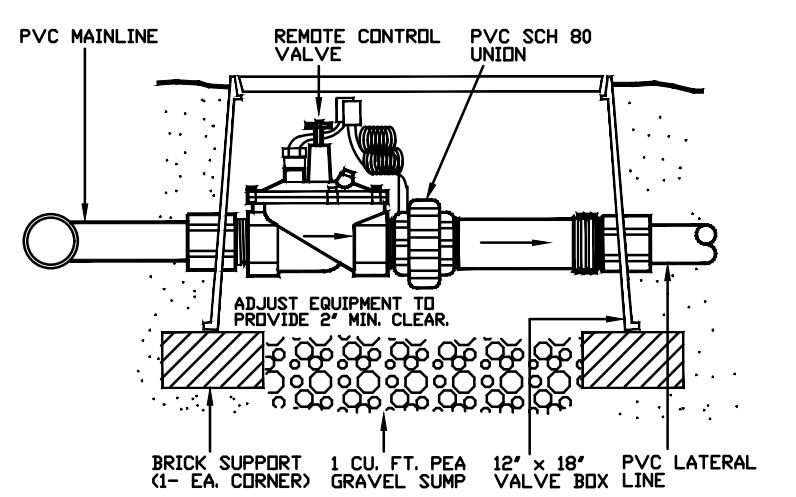
SPRINKLER DETAIL (NTS)

12" POP-UP INSTALLED ON PVC
SWING JOINT LOCATED IN PLANT
MASS MAINTAINED TO A MAXIMUM
HEIGHT OF 18".



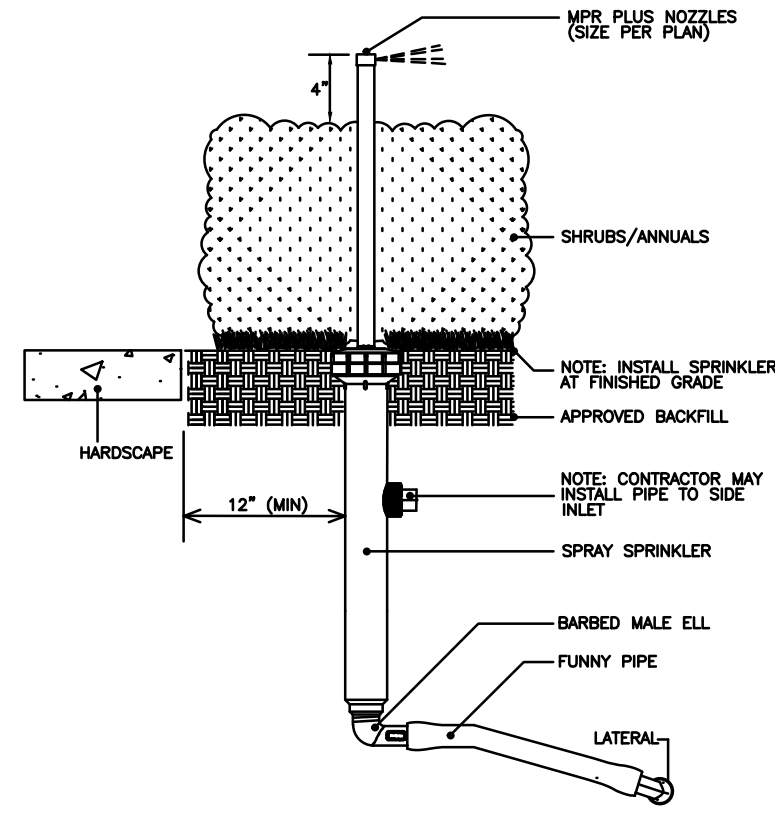
TRENCHING DETAIL (NTS)

NON-TRAFFIC AREAS



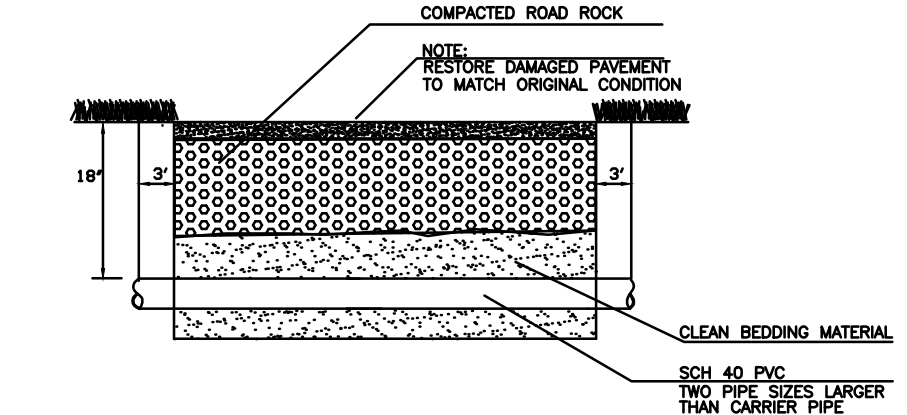
REMOTE CONTROL VALVE DETAIL

NOT TO SCALE



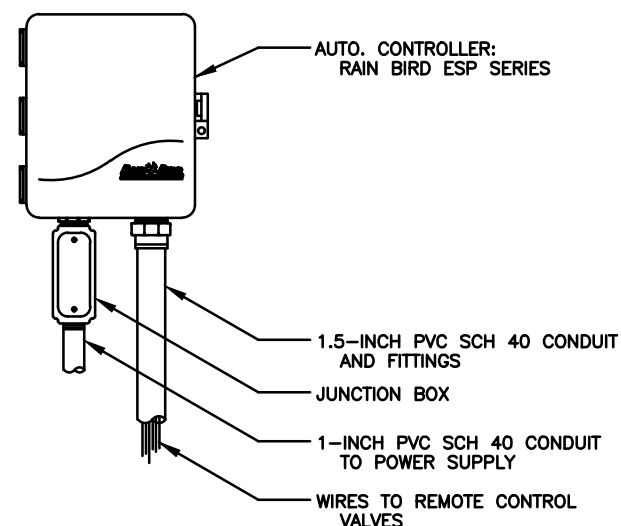
SPRINKLER DETAIL (NTS)

12" POP-UP SPRAY ON POLY PIPE SWING
JOINT LOCATED IN PLANTS MAINTAINED TO
A MAXIMUM HEIGHT OF 8".



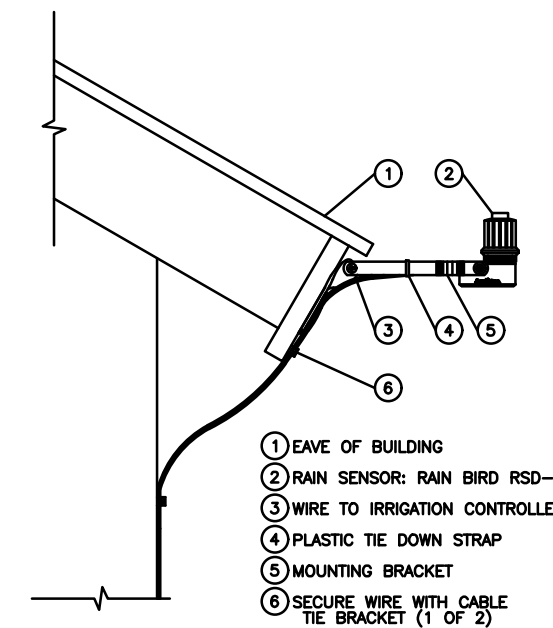
PIPE SLEEVE DETAIL

NOT TO SCALE



ESP AUTOMATIC CONTROLLER

NOT TO SCALE

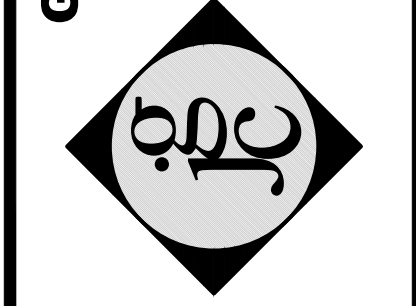


RAIN SENSOR RSD-BEX

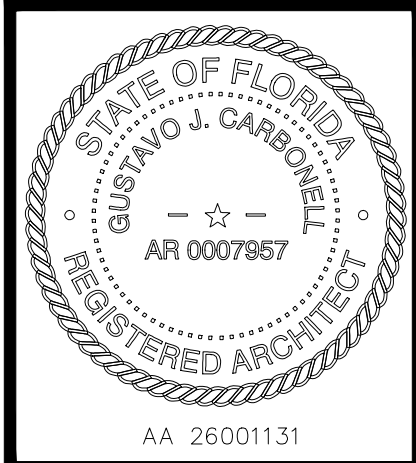
NOT TO SCALE

REVISION	BY:

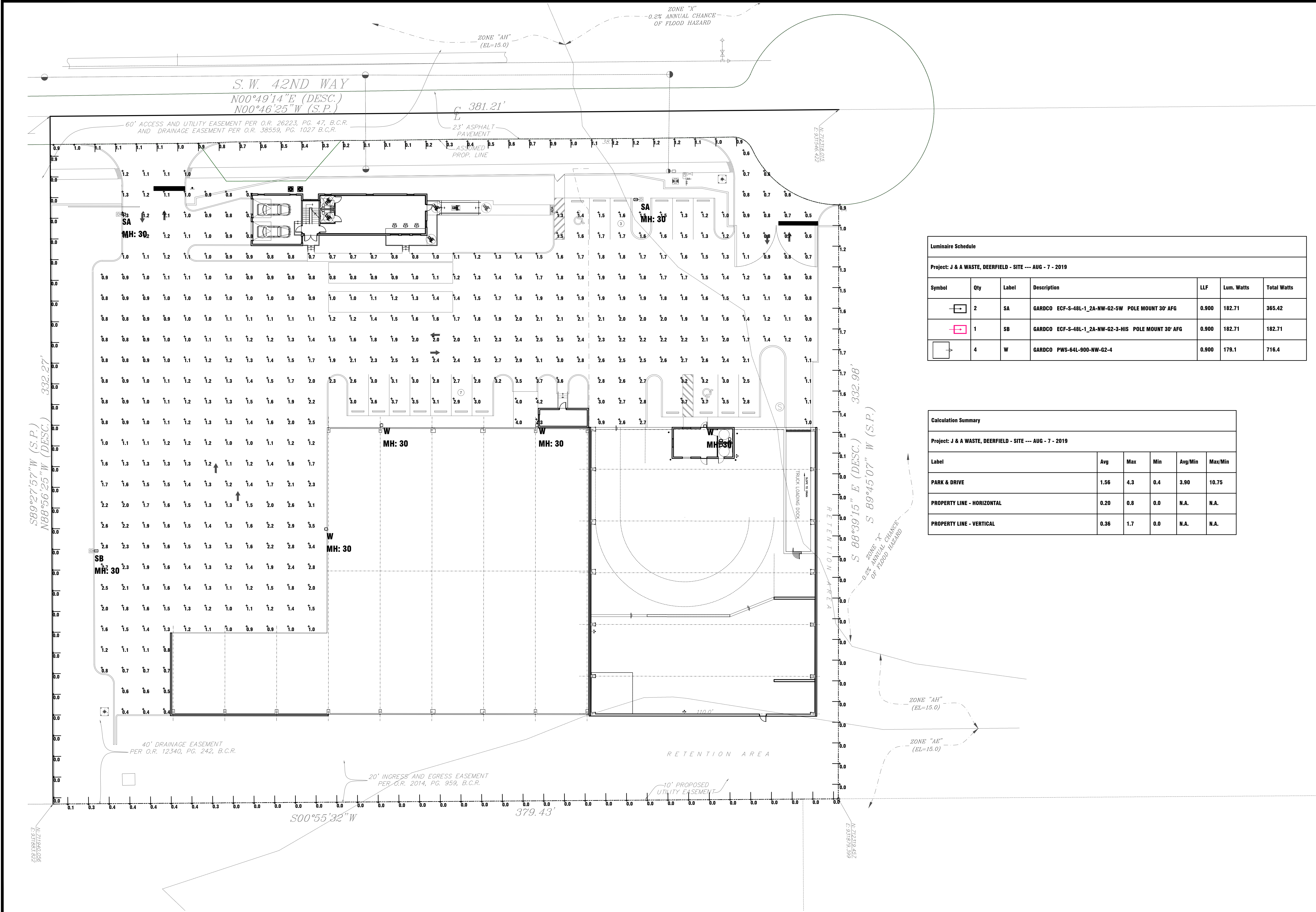
GUSTAVO J. CARBONELL, P.A.
Architect and Planner
1457 N.E. 4th AVE, 33304
Ft. Lauderdale, Florida, 33304
(954) 462-6565
Member American Institute of Architects
FLORIDA REGISTRATION
AR NO. 0007957
AA NO. 26001131



PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.



DRAWN
CHECKED G.J.C.
DATE 5/19/2017
SCALE AS NOTED
JOB NO. 17-052
SHEET IRR-2
OF 1 SHEETS

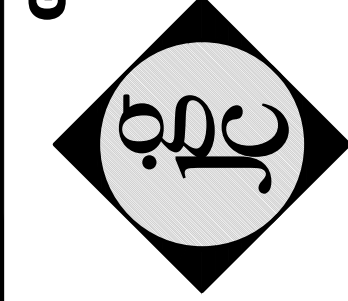


Luminaire Schedule						
Project: J & A WASTE, DEERFIELD - SITE --- AUG - 7 - 2019						
Symbol	Qty	Label	Description	LLF	Lum. Watts	Total Watts
	2	SA	GARDCO ECF-S-48L-1_2A-NW-G2-5W POLE MOUNT 30' AFG	0.900	182.71	365.42
	1	SB	GARDCO ECF-S-48L-1_2A-NW-G2-3-HIS POLE MOUNT 30' AFG	0.900	182.71	182.71
	4	W	GARDCO PWS-64L-900-NW-G2-4	0.900	179.1	716.4

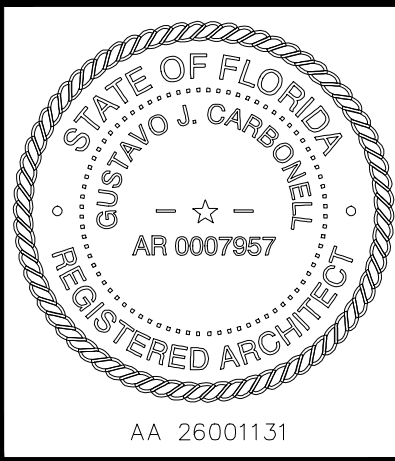
Calculation Summary					
Project: J & A WASTE, DEERFIELD - SITE --- AUG - 7 - 2019					
Label	Avg	Max	Min	Avg/Min	Max/Min
PARK & DRIVE	1.56	4.3	0.4	3.90	10.75
PROPERTY LINE - HORIZONTAL	0.20	0.8	0.0	N.A.	N.A.
PROPERTY LINE - VERTICAL	0.36	1.7	0.0	N.A.	N.A.

REVISION	BY:
10-18-2019 DRC COMMENTS	M.J.G.
11-23-20 DRC COMMENTS	M.J.G.

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AA NO. 26001131



PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.



DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	PH-1
OF	1 SHEETS

PROJECT:

This pole embedded 10' in to soils with an allowable passive pressure of 300pcf is structurally adequate to resist the local wind speeds of Broward county with the 3.0sqft epa attached.



GARDCO

by @ignify

Site & Area

EcoForm

EcoForm-S small area light




Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 26,400 lumens or more in a compact, low profile LED luminaire, EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Ordering guide

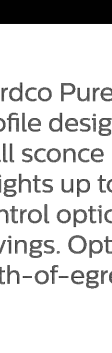
example: ECF-S-64L-90W-G2-AR-S-120-HIS-MGY

Part#	Number of LEDs	Drive Current	LED Color - Generation	Mounting	Distribution	Voltage	Options					Finish
							Dimming controls	Motion sensing lens	Photo-sensing	Electrical	Luminaire	
ECF-S												
ECF-S EcoForm slim and area, small	32L 32 LEDs (2 modules)	530 530mA 900 900mA 700mA 1A 1050mA 12A 1200mA	WW-G2 3000K, 70CRI Generation 2	AR Arm Mount (standard)	Type 2 2-2/0 Rotated left 90°	120 100V 208 208V 240 240V 277 277V 347 347V 480 480V UNV 347-277V (05/05/06)	DD 0-10V External dimming (by other) ^{1,2} DCC Dual Circuit Control ^{3,4} FWS Field Adjustable Writable Selector ⁵ SW Interface module for SiteWare ^{6,7} LLC Integral wireless module ⁸ BL BL-level functionality ⁹	IMR3 Integral with #1 lens ¹⁰ IMR7 Integral with #7 lens ¹¹ IMRO Pole mounted motion sensor ¹² (see accessories)	PCB Photocontrol Button ¹³ TLRDS Twist Lock Receptacle 5 Pin ¹⁴ TLRD7 Twist Lock Receptacle 7 Pin ¹⁵ TLRCP Canadian Twist Lock Receptacle w/ PhotoSense ¹⁶	Fusing FT Single (100, 277, 347VAC) F2 Double (208, 240, 480VAC) Pole Mount Fusing FPI Single (100, 277, 347VAC) FPD Double (208, 240, 480VAC) FPF Canadian Double Pull (208, 240, 480VAC) Surge Protection (IEEE standard) SP1 Increased 200'	Square Pole Adapter Included in standard product TB Terminal Block ¹⁷ RPA Round Pole Adapter (fits to 3 3/8" O.D. pole) HIS Internal Hoisting (side-mount)	Textured BK Black WH White BZ Bronze DGT Dark Gray MGY Medium Gray RAL Specify optional color or RAL, i.e.RAL 7016 CC Custom color (RAL only) MUST supply color chip for requested factory color)
	48L 48 LEDs (3 modules)	900 900mA 1A 1050mA 12A 1200mA	CW-G2 Cool White 5000K, 70CRI Generation 1	ES separately (see accessories) SF Slip Fitter Mount ¹⁸	Type 3 3-2/0 Rotated left 90° Type 3 3-2/0 Rotated right 270°	347 347V 480 480V UNV 347-277V (05/05/06)	DvalDimmer: Automatic CS30 Safety 30% Dimming, 7 Hours ¹⁹ CS50 Economy 50% Dimming, 9 Hours ¹⁹ CM50 Median 50% Dimming, 8 Hours ¹⁹ CE30 Economy 30% Dimming, 9 Hours ¹⁹ DA30 All Night 50% Dimming ¹⁹					
	64L 64 LEDs (4 modules)	900 900mA 1A 1050mA	WS Wall mount with surface conduit, rear entry permitted	RAM Retrofit arm kit ²⁰	Type 4 4-0 Rotated left 90° Type 4 4-2/0 Rotated right 270°	347 347V 480 480V UNV 347-277V (05/05/06)						
					Type 5 5 Type SW SW Type SW							
					AFR Auto Front Row AFR-90 Auto Front Row, Rotated left 90° AFR-270 Auto Front Row, Rotated right 270°							

- BL-IMR3/7 required with out-boarded sensor housing when voltage is HVSU (347-480V)
- Mounts to a 4" round pole with adapter included for square to 4"
- Limited to a maximum of 45 degrees aiming above horizontal.
- Not available with other dimming control options.
- Not available with motion sensor.
- Not available with photocontrol.
- Available only in 120 or 277V.
- Not available in 347 or 480V
- Must specify input voltage.
- Dimming will not be connected to NEMA receptacle if ordering with other control options.
- Not available in 480V.
- Not available with DCC.
- Not available with SF and WS. RPAs provided with black finish standard.

- HIS not available with Type 6 and 5W options.
- Available only with SW, LLC, and BL control options.
- Available only with SW and BL control options.

ECF-S_EcoForm_area_small 04/19 page 1 of 8



GARDCO
by @signify

Wall Mount

PureForm

LED wall sconce



Gardco PureForm LED wall sconce PWS with precision optics offers a sleek, low profile design that will complement a range of architectural styles. PureForm wall sconce provides up to 21,800 lumens to accommodate multiple mounting heights up to 20', and is available with Type 2, 3, 4, as well as our adjustable light control optics. A full range of control options is available for additional energy savings. Optional emergency battery backup option is available for path-of-egress and is integral to the luminaire.

Ordering guide

Profile	Number of LEDs	Drive Current	LED Color - Generation	Distribution	Emergency	Voltage	Options					
PWS							Dimming controls	Motion sensing	Photo-sensing	Electrical	Finish	
PWS PureForm wall sconce	48L	300	WW-G2	2	EBPC Emergency Battery Pack Cold Weather 150"	120V-277V	DD 0-10V External dimming (controls by others) ¹	IMR2 Integral with #2 lens	PCB Photocount button 101	Fusing	Textured	
	48 LEDs	300mA	Warm White 3000K, 70 CRI Generation 2	Type 2		120	DC Dual Circuit Control 141	IMR2 Integral with #2 lens	F1 Single (C20, 27V, 347VAC) ¹	BK Black		
	400	300mA		Type 3		120V	FAWS Field Adjustable Wattage 141	IMR3 Integral with #3 lens	BZ Bronze			
	400mA		WW-G2 Neutral White 4000K, 70 CRI Generation 2	4	Leave blank to omit an emergency option	208	LLC2 Integral wireless module with #2 lens 151		F2 Double (C20, 240, 480VAC) ¹	WH White		
	500	500mA		Type 4		208V	LLC3 Integral wireless module with #3 lens 151		F3 Canadian Double Pull (C20, 240, 480VAC) ¹	GR Gray		
	600	600mA				240V	BL Bi-level functionality with motion sensor 4			MO Medium		
	600mA	700mA	CW-G2 Cool White 5000K, 70 CRI Generation 2	4	Back light control	240V	DynaDimmer Automatic Profile Dimming 12			Customer specified		
	64L 64 LEDs	600	600mA	WY-G2 Warm Yellow 2700K, 80 CRI Generation 2 ¹			CS50 Security 50% Dimming, 7 hours			Surge Protection (20kA is standard)	RAL Specify optional color or RAL (see RAL2024)	
	700	700mA				347	CS50 Medias 50% Dimming, 8 hours		SP2 Increased 20kA	CC Custom color (Must supply color chip for required factory quote)		
	800	800mA	AM-G2 Direct Amber (590nm) Generation 2 ¹			480	CE30 Economy 50% Dimming, 9 hours					
900	900mA				480V	DMSD All Night 50% Dimming						
							CS30 Security 30% Dimming, 7 hours					
							CM50 Median 30% Dimming, 8 hours					
							CE30 Economy 30% Dimming, 9 hours					
							DMSD All Night 30% Dimming					

example: PWS-48L-500-NW-G2-2-UNV-DGY

1. Only 300mA can be used with battery backup (EBPC) configuration.
2. Extended lead times apply. Contact factory for details.
3. Available only in US or 277V.
4. Not available with other control options.
5. Not available with motion sensor.
6. Not available with photocount.
7. Not available in 347 or 480V.
8. Must specify input voltage.
9. Available with two modules (64L) at 800mA.
10. Not available with DCC, SW, and CS/CM/CE/DA.
11. Not available in 800 or 900mA.
12. Not available with 64L.




[illegible]

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AR NO. 0007957
AA NO. 26001131

PROPOSED DEVELOPMENT FOR:
" J & A WASTE CORPORATION "
1810 S.W. 42nd WAY
DEERFIELD BEACH, FLORIDA.

DRAWN	M.J.G.
CHECKED	G.J.C.
DATE	6/19/2018
SCALE	AS NOTED
JOB. NO.	18-040
SHEET	
PH-2	
OF	1 SHEETS



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-595

Agenda Date: 5/4/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Harry Belton and Jack Hugentugler II as regular members to the Community Appearance Board; 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

Jack Hugentugler II and Harry Belton have expressed interest in continuing to serve as regular members on the Community Appearance Board. Mr. Hugentugler II has been nominated by Commissioner Bernie Parness and Mr. Belton has been nominated by Commissioner Todd Drosky.

Current Activity

Upon approval, the Board will have five (5) regular members, with no vacancies and one (1) alternate with four (4) vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING HARRY BELTON
AND JACK HUGENTUGLER II AS REGULAR MEMBERS TO THE
COMMUNITY APPEARANCE BOARD; AND PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in accordance with Section 78-1 et. seq. of the City's Land Development Code, the Community Appearance Board (the "Board") consists of five regular members and five alternate members and is tasked with enhancing community character, promoting urban beautification, requiring that new projects and development enhance that which already exists, and providing the Planning and Development Services Department with design consultation when requested; and

WHEREAS, Section 78-3 of the Land Development Code provides that each Commissioner shall appoint one regular member and one alternate member to the Board, subject to approval by a majority of the City Commission; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the term of the appointing Mayor/Commissioner's term expires; and

WHEREAS, Harry Belton and Jack Hugentugler II have expressed interest in continuing to serve on the Board; and

WHEREAS, Commissioner Bernie Parness has nominated Harry Belton and Commissioner Todd Drosky has nominated Jack Hugentugler II to serve as regular members.

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

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

Section 2. Harry Belton and Jack Hugentugler II are hereby appointed to serve as regular members of the Community Appearance Board for a term ending May 15, 2025. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 12, 2021

The attached application from Harry L. Belton for the

Community Appearance Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

4-19-2021

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☐ Commissioner Bernie Parness
☒ Commissioner Todd Drosky

Please return to City Administration for processing.



**CITY OF DEERFIELD BEACH
RECEIVED**

APR 12 2021

CITY CLERK'S OFFICE

March 9, 2021

Harry L. Belton
P.O. Box 4161
Deerfield Beach, FL 33442

RE: Community Appearance Board

Dear Mr. Belton:

As your current term on the **Community Appearance Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Community Appearance Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Community Appearance Board.

 I can no longer serve.


Harry L. Belton (sign here)



Nominating Form

Application for Appointment to Board or Committee

Date:

The attached application from for the

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☒ Vice Mayor Bernie Parness
☐ Commissioner Michael Hudak
☐ Commissioner Ben Preston
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 15 2021

CITY CLERK'S OFFICE

March 9, 2021

Jack Hugentugler II
3809 NW 7th Place
Deerfield Beach, FL 33442

RE: Community Appearance Board

Dear Mr. Hugentugler:

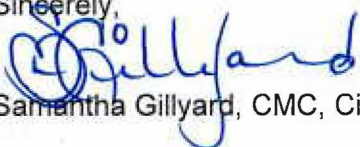
As your current term on the **Community Appearance Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Community Appearance Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

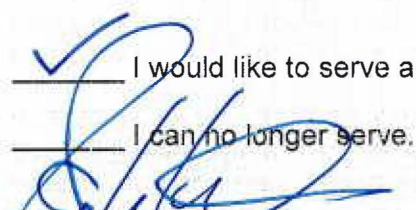
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Community Appearance Board.

☐ I can no longer serve.


Jack Hugentugler II (sign here)



COMMUNITY APPEARANCE BOARD

Creating Authority:

City Charter-Section 3.12

Method of Appointment:

Ordinance No. 1990/001 - Seven (7) Regular Members; Two (2) Alternate Members; Two (2) year Terms

Ordinance No. 2011/017 - Five (5) Regular Members; Five (5) Alternate Members

Ordinance No. 2013/015 - Disband Beautification Authority and transfer duties to CAB

Ordinance No. 2015/034 – Allows board to meet once monthly; quorum of three (3)

Qualifications:

One (1) Florida Registered Architect

One (1) Florida Registered Landscape Architect

One (1) Sign contractor

Remaining members shall be a Florida Registered Professional Engineer, a Florida Licensed General contractor, an Urban Planner, have a Fine Arts Degree, or own Business or possess a similar related background.

Financial Disclosure:

Required (per letter from Commission of Ethics - 11/30/90)

Compensation:

None

Liaison:

Eric Power, Department of Planning & Development Services, (954) 480-4206

Meeting Dates:

2nd & 4th Wednesday, 7:00 p.m. in City Commission Chambers

Functions and Responsibilities:

The Community Appearance Board shall meet at least twice per month, on a regularly scheduled basis, or more often as may be required in order to consider pending applications without unnecessary delay.

Four (4) members of the board shall constitute a quorum and the affirmative vote of three (3) members of the board shall be necessary for any action.

The task of the Board is to preserve various elements of urban beauty and require that new projects enhance that which already exists.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jerry W. Dubois (Engineer Intern) (Mayor)	1311 W Newport Center Drive Deerfield Beach, FL 33441	729-5555 480-2800	NEW	2017/075	06/06/17	05/15/21
Terrance N. Glunt Engineer (District 1)	1456 SE 6 th Street Deerfield Beach, FL 33442	570-8621 (H) 565-2113	SELF	2019/052	05/07/19	05/15/23
Patrick Morris (District 2)	241 NW 41 st Street Deerfield Beach, FL 33064	415-6173	SELF	2019/072	06/04/19	05/15/23
Jack Hugentugler II (District 3)	3809 NW 7 th Place Deerfield Beach, FL 33442	427-7917 695-5826 (C)	SELF	2017/056	05/16/17	05/15/21
Harry L. Belton Landscape Architect (District 4)	P.O. Box 4161 Deerfield Beach, FL 33442	232-5398(H) 733-7233(W)	SELF	2017/057	05/16/17	05/15/21

Name Alternate Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
VACANT (Mayor)	Deerfield Beach, FL 33441		NEW			05/15/21
Mark Damiano Engineer (District 1)	1312 SE 12 th Terrace Deerfield Beach, FL 33441	856-261-0175	SELF	2019/052	05/07/19	05/15/23
VACANT (District 2)			Tranchida			05/15/23
VACANT (District 3)	Deerfield Beach, FL 33441		NEW			05/15/21
VACANT (District 4)			Eassa			05/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-576

Agenda Date: 5/4/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Joseph Mendes and Karen Shelly as regular members to the Deerfield Beach Education Advisory Board; 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 Education Advisory Board (the "Board") was created in 2017 to participate to information exchange and serve as a liaison between the schools, community, and City Commission. The Board consists of five (5) members, with an appointment by each elected official.

Current Activity

Joseph Mendes and Karen Shelly have both expressed interest in continuing to serve on the Education Advisory Board. Mr. Mendes has been nominated by Mayor Bill Ganz and Ms. Shelly has been nominated by Commissioner Bernie Parness. Upon approval of said individuals, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING JOSEPH MENDES AND KAREN SHELLY AS REGULAR MEMBERS TO THE DEERFIELD BEACH EDUCATION ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with City of Deerfield Beach City Code Section 2-205 et. seq., the Deerfield Beach Education Advisory Board (the “Board”) consisting of five members, has been established with the powers and duties set forth in the City Code; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for terms that expire on May 15th of the year that the term of the appointing Commissioner/Mayor expires; and

WHEREAS, the Mayor and Commissioners each appoint one member to the Board; and

WHEREAS, Joseph Mendes has expressed an interest in continuing to serve on the Board and has been nominated by Mayor Ganz; and

WHEREAS, Karen Shelly has expressed an interest in continuing to serve on the Board and has been nominated by Commissioner Bernie Parness.

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

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

Section 2. Joseph Mendes and Karen Shelly are hereby reappointed to serve as regular members of the Board for terms ending May 15, 2025. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 12, 2021

The attached application from Joseph Mendes for the

Education Advisory Board

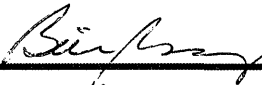
has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

	3/16/2021
---	-----------

Signature:

Date:

Appointing
Elected Official:

☒ Mayor Bill Ganz

☐ Vice Mayor Bernie Parness

☐ Commissioner Michael Hudak

☐ Commissioner Ben Preston

☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 12 2021

CITY CLERK'S OFFICE

March 9, 2021

Joseph Mendes
4087 NW 5th Drive
Deerfield Beach, FL 33442

RE: Education Advisory Board

Dear Mr. Mendes:

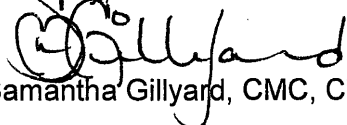
As your current term on the **Education Advisory Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Education Advisory Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

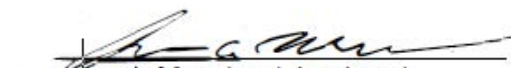
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Education Advisory Board.

☐ I can no longer serve.


Joseph Mendes (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: March 15, 2021

The attached application from Karen Shelly for the

Education Advisory Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.



Regular Member



Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Samuel Parness 3/24/21

Signature:

Date:

Appointing
Elected Official:



Mayor Bill Ganz



Vice Mayor Bernie Parness



Commissioner Michael Hudak



Commissioner Ben Preston



Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 15 2021

CITY CLERK'S OFFICE

March 9, 2021

Karen Shelly
190 Durham D
Deerfield Beach, FL 33442

RE: Education Advisory Board

Dear Ms. Shelly:

As your current term on the **Education Advisory Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Education Advisory Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

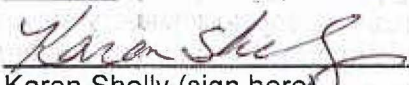
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ *WELCOME THE OPPORTUNITY!*
I would like to serve another term on the Education Advisory Board.

☐ I can no longer serve.


Karen Shelly (sign here) *Thank you*

SG/tb



EDUCATION ADVISORY BOARD

Creating Authority:

Ordinance No. 2017/020

Method of Appointment:

Ordinance No. 2017/020 – Five (5) Regular Members

Qualifications:

All members of the Board shall reside within the City of Deerfield Beach

All members of the Board shall be current or former educators or parents/guardians of current students

Financial Disclosure:

None

Compensation:

None

Liaison:

Jonathan Salas, Legislative & Community Affairs, (954) 480-4464

Meeting Dates:

1st Wednesday of the month at 7:00 p.m. at the Hillsboro Community Center

Functions and Responsibilities:

The Education Advisory Board shall participate in information exchange via newsletters and principals' offices with the administration of each school, serve as liaison between the schools, the community and the City Commission.

The Board also coordinates the activities of the City with those activities of local schools, colleges and universities in order to promote educational opportunities for residents of the City and promote programs and community involvement relating to education. With permission from the Mayor, the Chair can meet with members of the Broward County School Board on behalf of the Commission.

Name Regular Members	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Joseph Mendes (Mayor)	4087 NW 5 th Drive Deerfield Beach, FL 33442	531-1837 401-413-4356 (C)	NEW	2017/144	11/07/17	05/15/21
Michael Lubin (District 1)	16 Little Harbor Way Deerfield Beach, FL 33441	954-415-6812	NEW	2019/050	05/16/19	05/15/23
Gwyndolen Clarke-Reed (District 2)	1430 SW 6 th Way Deerfield Beach, FL 33441	480-9340 856-9796 (C)	SELF	2019/050	05/16/19	05/15/23
Karen Shelly (District 3)	190 Durham D Deerfield Beach, FL 33442	561-350-2572	Williams	2020/177	12/01/20	05/15/21
Camille Morse (District 4)	2175 Woodlands Way Deerfield Beach, FL 33442	954-481-9316	Caputo	2020/006	01/14/20	05/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-605

Agenda Date: 5/4/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Clem "Butch" Santy and Sally Ling to the Historic Preservation Board; 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 January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board ("Board") establishing the powers and duties of the Board and providing that the Board shall consist of five (5) regular members. The purpose of the Board is to inventory, designate, certify, regulate, and manage resources in the City.

Current Activity

Clem "Butch" Santy and Sally Ling have both expressed interest in continuing to serve on the Board. Mr. Santy has been nominated by Commissioner Bernie Parness and Ms. Ling has been nominated by Commissioner Todd Drosky. Upon approval of these appointments, the Board will have no vacancies.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, REAPPOINTING CLEM “BUTCH”
SANTY AND SALLY LING TO THE HISTORIC PRESERVATION
BOARD; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, on January 14, 2020, the City of Deerfield Beach City Commission adopted Ordinance 2020/004 creating the Historic Preservation Board (the “Board”), establishing the powers and duties of the Board, and providing that the Board shall consist of five (5) regular members; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the appointing Mayor/Commissioner’s term expiration date; and

WHEREAS, the purpose of the Board is to inventory, designate, certify, regulate, and manage historic resources in the City; and

WHEREAS, Clem “Butch” Santy and Sally Ling have expressed interest in continuing to serve on the Board; and

WHEREAS, Commissioner Bernie Parness has nominated Clem “Butch” Santy and Commissioner Todd Drosky has nominated Sally Ling to continue to serve as members of the Board.

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

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

Section 2. Clem “Butch” Santy and Sally Ling are hereby reappointed to serve as members of the Historic Preservation Board of the City of Deerfield Beach for a term ending May 15, 2025.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 29, 2021

The attached application from Clem "Butch" Santy for the
Historic Preservation Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Bernie Parness 4/13/21

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☒ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 23, 2021

Clem "Butch" Santy
1266 S. Military Trail, #538
Deerfield Beach, FL 33442

RE: Historic Preservation Board

Dear Mr. Santy:

As your current term on the **Historic Preservation Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Historic Preservation Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

 X I would like to serve another term on the Historic Preservation Board.

 I can no longer serve.

Clem "Butch" Santy (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date:

The attached application from for the

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
- ☐ Vice Mayor Ben Preston
- ☐ Commissioner Michael Hudak
- ☐ Commissioner Bernie Parness
- ☒ Commissioner Todd Drosky

Please return to City Administration for processing.



March 23, 2021

Sally Ling
1271 NW 52nd Way
Deerfield Beach, FL 33442

RE: Historic Preservation Board

Dear Ms. Ling:

As your current term on the **Historic Preservation Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Historic Preservation Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,

Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Historic Preservation Board.

☐ I can no longer serve.

Sally Ling (sign here)

SG/tb



HISTORIC PRESERVATION BOARD

Creating Authority:

Ordinance No. 2020/004

Method of Appointment:

Five (5) Regular Members

Financial Disclosure:

Required

Compensation:

None

Liaison:

Eric Power, Director of Planning & Development Services, (954) 480-4206

Meeting Dates:

1st Thursday, quarterly or four (4) times within the calendar year

Functions and Responsibilities:

Providing historical markers, plaques, and other recognition for individual historic resources, districts, archaeological sites, archaeological zones, and paleontological zones.

Recommending zoning and building code amendments to the proper authorities to assist in promoting historic preservation.

Developing and applying design guidelines.

Initiating, reviewing, and updating historic site surveys in the City.

Reviewing National Register nominations and providing comments to the appropriate entities.

Reviewing and making recommendations to City staff regarding grants and financial incentives that assist in promoting historic preservation within the City that are available to property owners and the City.

Promoting the awareness of historic preservation and its community benefits.

Preparing and maintaining records of the Historic Preservation Board's actions and decisions.

Fulfilling all obligations and requirements associated with the Certified Local Government Program.
Promoting and assisting in the creation, program, and work of local historical, archaeological, and genealogical societies.

Method of Appointment:

The Commission shall attempt to nominate architects, realtors, archaeologists, historians, neighborhood activists, lawyers or other individuals from the business, financial and other segments of the community who, by virtue of their profession, business or civic involvement, have demonstrated concern for historic preservation.

After expiration of initial members, those appointed in 2020, all other members shall serve for a two (2) year term.

Name Regular Members	Address	Phone	Replaces	Resoluti on Number	Date Appoint ed	Term Expires
Kiku Martinson (Mayor)	2440 Lob Lolly Lane, Deerfield Beach, FL 33442	954-422-1710 (h) 954-675-3868 (c)	NEW	2021/028	03/16/21	05/15/21
Mary Jones (District 1)	1162 SE 3 rd Terrace, Deerfield Beach, FL 33441	954-205-0258 (cell) 754-323-2479 (work)	NEW	2020/028	03/04/20	05/15/23
Sophia Gayle (District 2)	643 NW 3rd Way Deerfield Beach, FL 33441	954-421-1971 (h) 954-993-9977 (c)	NEW	2021/026	03/16/21	05/15/23
Clem "Butch" Santy (District 3)	1266 S. Military Trail, #538, Deerfield Beach, FL 33442	954-778-0174	NEW	2020/079	07/07/20	05/15/21
Sally Ling (District 4)	1271 NW 52 nd Way, Deerfield Beach, FL 33442	954-428-4420	NEW	2020/046	04/21/20	05/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-631

Agenda Date: 5/4/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Katherine Hendrickson and Melvin Nass as regular members and Chauncey Chapman as an alternate member to the Deerfield Beach Marine Advisory Board; 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

Katherine Hendrickson, Melvin Nass, and Chauncey Chapman have all expressed interest in being reappointed to the Marine Advisory Board. Mayor Bill Ganz has nominated Katherine Hendrickson to serve as a regular member, Commissioner Bernie Parness has nominated Melvin Nass to serve as a regular member, and Commissioner Todd Drosky has nominated Chauncey Chapman to serve as an alternate member.

Current Activity

Upon approval of the reappointments, there will be four (4) regular members with one (1) vacancy and three (3) alternate members and two (2) alternate vacancies; current member Kathleen Lotz's term expires on May 15 and she does not wish to be reappointed. Therefore, appointments for Mayor Ganz and Vice Mayor Preston are vacant.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REAPPOINTING KATHERINE HENDRICKSON AND MELVIN NASS AS REGULAR MEMBERS AND CHAUNCEY CHAPMAN AS AN ALTERNATE MEMBER TO THE DEERFIELD BEACH MARINE ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 2-204 of the City Code provides for the Deerfield Beach Marine Advisory Board (the “Board”) to develop information and provide recommendations for programs, regulations and other actions to ensure a well maintained, safe, healthy, and friendly marine environment for the residents and visitors of the City; and

WHEREAS, the members of the Board are appointed by and serve at the pleasure of the City Commission for a term that will expire on May 15th of the year that the term of the appointing Commissioner’s term expires; and

WHEREAS, Katherine Hendrickson, Melvin Nass, and Chauncey Chapman have expressed interest in continuing to serve on the Board; and

WHEREAS, Mayor Bill Ganz has nominated Katherine Hendrickson and Commissioner Bernie Parness has nominated Melvin Nass to continue serve as a regular members of the Board; and

WHEREAS, Commissioner Todd Drosky has nominated Chauncey Chapman to serve as an alternate member of the Board.

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

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

Section 2. Katherine Hendrickson and Melvin Nass are hereby appointed to serve as regular members, and Chauncey Chapman is hereby appointed to serve as an alternate member, of the Marine Advisory Board of the City of Deerfield Beach for terms ending May 15, 2025. All members shall serve without compensation.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: March 29, 2021

The attached application from Katherine Hendrickson for the
Marine Advisory Board has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4/5/21
Signature: Date:

Appointing
Elected Official:

- ☒ Mayor Bill Ganz
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☐ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



March 9, 2021

Katherine Hendrickson
341 SW 3rd Street
Boca Raton, FL 33432

RE: Marine Advisory Board

Dear Ms. Hendrickson:

As your current term on the **Marine Advisory Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Marine Advisory Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

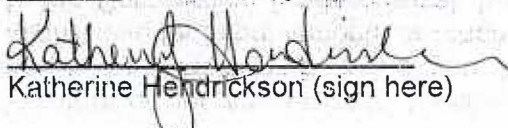
Sincerely,

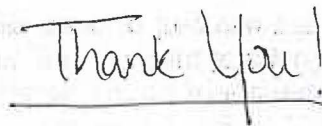

Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Marine Advisory Board.

 I can no longer serve.


Katherine Hendrickson (sign here)



SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date:

The attached application from for the

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

☒ Regular Member

☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Signature:

Date:

Appointing
Elected Official:

☐ Mayor Bill Ganz

☒ Vice Mayor Bernie Parness

☐ Commissioner Michael Hudak

☐ Commissioner Ben Preston

☐ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 12 2021

CITY CLERK'S OFFICE

March 9, 2021

Melvin Nass
3081 Oakridge U
Deerfield Beach, FL 33442

RE: Marine Advisory Board

Dear Mr. Nass:

As your current term on the **Marine Advisory Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Marine Advisory Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

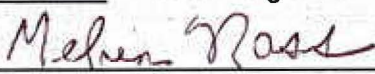
Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

☒ I would like to serve another term on the Marine Advisory Board.

☐ I can no longer serve.


Melvin Nass (sign here)

SG/tb



Nominating Form

Application for Appointment to Board or Committee

Date: March 16, 2021

The attached application from Chauncey Chapman for the

Marine Advisory Board

has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☐ Regular Member
☒ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

 4-12-2021

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Bernie Parness
☐ Commissioner Michael Hudak
☐ Commissioner Ben Preston
☒ Commissioner Todd Drosky

Please return to City Administration for processing.



CITY OF DEERFIELD BEACH
RECEIVED

MAR 16 2021

CITY CLERK'S OFFICE

March 9, 2021

Chauncey Chapman
191 NW 47th Ave
Deerfield Beach, FL 33442

RE: Marine Advisory Board

Dear Mr. Chapman:

As your current term on the **Marine Advisory Board** of the City of Deerfield Beach expires soon; the City Commission has requested that we determine whether you wish to be considered for re-appointment. Upon receipt of your reply, we will inform the Commission of your decision.

Whether or not you desire to continue to serve on the Marine Advisory Board, the Commission would like to have the benefit of your knowledge gained during your tenure. Any suggestions you might have for improvements or other modifications may be sent to my office and I will forward it to the Commission for its perusal. In this way, we hope to improve the service of all advisory boards in the City of Deerfield Beach.

Lastly, I would like to take this opportunity to express on behalf of the City our appreciation for the service you have rendered to our residents. Further, I recognize the sacrifices of your time and efforts in contributing to the success of the Board.

If you have any questions or further assistance is required, please contact the City Clerk's Office at (954) 480-4213.

Sincerely,


Samantha Gillyard, CMC, City Clerk

Please return the letter to the City Clerk's Office by April 15, 2021. A self-addressed envelope is enclosed for your convenience.

X I would like to serve another term on the Marine Advisory Board.

 I can no longer serve.


Chauncey Chapman (sign here)

SG/tb



MARINE ADVISORY BOARD

Creating Authority:

Ordinance No. 2013/020

Method of Appointment:

Ordinance No. 2013/020 - Five (5) Regular Members; Five (5) Alternate Members

Qualifications:

All members of the board shall either reside with the City or have his/her principal place of business in the City with preference to city residents.

Financial Disclosure:

None

Compensation:

None

Liaison:

Patrick Bardes, Coastal and Waterway Coordinator, (954) 480-1426

Meeting Dates:

3rd Thursday of each month, 6:00 p.m. in the City Commission Chambers, City Hall

Functions and Responsibilities:

The Marine Advisory Board shall develop information and provide recommendations for programs, regulations and other actions to insure a well maintained, safe, healthy and friendly marine environment for the residents of the City and visitors to the City.

The Board shall elect a chair and a vice chair to preside at its meetings and shall also elect such other officers, as the Board may deem necessary.

Name <i>Regular Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Katherine Hendrickson (Mayor)	341 SW 3 rd Street Boca Raton, FL 33432	561-827- 9078 357-5113	SELF	2017/055	05/16/17	5/15/21
Sacha Ramon (District 1)	944 SE 5 th Street Deerfield Beach, FL 33441	305-610- 0655	SELF	2019/051	05/07/19	5/15/23
VACANT (District 2)	Deerfield Beach, FL 33432	856-6221 (C)	Pennell			
Melvin Nass (District 3)	3081 Oakridge U Deerfield Beach, FL 33442	684-6881	Wechterman	2017/142	07/07/17	5/15/21
Julie Cisneros (District 4)	1447 SW 45 th Way Deerfield Beach, FL 33442	719-373- 8173	NEW	2017/055	05/16/17	5/15/21

Name <i>Alternate Members</i>	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Kathleen Lotz (Mayor)	941 SE 7 th Street Deerfield Beach, FL 33441	561-674- 3866	NEW	2017/116	09/05/17	05/15/21
Michael Dipple (District 1)	1537 E. Hillsboro Blvd, #939 Deerfield Beach, FL 33441	407-230- 0784	SELF	2019/051	05/07/19	05/15/23
VACANT (District 2)	Deerfield Beach, FL 33441					
Robert Streather (District 3)	1047 NE 34th CT Oakland Park, FL 33334	954-913- 9142	NEW	2021/040	04/06/21	05/15/25
Chauncey Chapman (District 4)	191 NW 47 th Ave Deerfield Beach, FL 33442	510-506- 2500	Cohen	2019/051	05/07/19	05/15/21



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-632

Agenda Date: 5/4/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ashley Santy as a member of the Public Art Program Committee; 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 Public Art Program Committee (the "Committee") was created in 2020 to review proposed artwork to be acquired under the City's Public Art Program, to screen submissions, and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval.

Current Activity

The Committee consists of seven (7) members total, three (3) employees from one or more city departments as selected by the City Manager or designee, and each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. Ashley Santy has expressed interest in being appointed to the Committee and has been nominated by Commissioner Bernie Parness.

Upon approval, there will be three (3) regular members with four (4) vacancies; remaining appointments for District 2 and City staff.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPOINTING ASHLEY SANTY AS
A MEMBER OF THE PUBLIC ART PROGRAM COMMITTEE; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 14-135 of the City Code provides for the City’s Public Art Program Committee (the “Committee”) to consist of seven members; and

WHEREAS, Section 14-135 provides that the City Manager or designee shall select three employees to serve on the Committee and that each Commissioner (excluding the Mayor) shall be permitted to appoint one member to the Committee; and

WHEREAS, Commissioner Bernie Parness has nominated Ashley Santy to serve as a member of the Committee.

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

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

Section 2. Ashley Santy is hereby appointed to serve as a member on the Public Art Program Committee. Ms. Santy shall serve without compensation.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Nominating Form

Application for Appointment to Board or Committee

Date: April 8, 2021

The attached application from Ashley Santy for the Public Art Program Committee has been received.

The board's liaison has verified that the applicant is qualified and that all prerequisites have been met.

- ☒ Regular Member
☐ Alternate Member

Please place this application on an upcoming agenda for consideration for appointment.

Bernie Parness 4/13/21

Signature:

Date:

Appointing
Elected Official:

- ☐ Mayor Bill Ganz
☐ Vice Mayor Ben Preston
☐ Commissioner Michael Hudak
☒ Commissioner Bernie Parness
☐ Commissioner Todd Drosky

Please return to City Administration for processing.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Deerfield Beach Public Art Committee

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Ashley Santy

Address 1232 S Military Trail Apt. 1913

City
Deerfield Beach

State FL

Zip 33442

I reside in District # (can be found on back of your Voter Registration Card) 3

Year-Round Resident? Yes ☒ No ☐

If No, how many months are you away? 0

Home Phone
954-254-2613

Work/Mobile Phone
Same

E-mail
ashley.santy@gmail.com

Employer
Broward Public Schools (Deerfield Bch High School)

Address
910 Buck Pride Way Deerfield Bch, FL 33441

Occupation (if retired, please indicate and list former occupation)
Teacher

Please list any governmental Advisory Boards or Committees on which you currently serve:

N/A

CITY OF DEERFIELD BEACH
RECEIVED

APR - 8 2021

REV 05/2020

CITY CLERK'S OFFICE

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

BA in English / Interdisciplinary Arts and Humanities w/ Minor in US History / Cert. in Ethnic Studies
MA in English Literature

Professional: Certification(s)

5 year Renewable Professional Certificate in English 6-12.

Knowledge: Training, interest or experience

Strong history ~~interests~~ interests in the fields of Art, Architecture, and Literary Arts as they interact w/ culture and community building/enrichment.

Community Involvement: List organizations/positions

Have taught 11th + 12th grade English at DBHS since 2012. Voluntary member of DFB. Member of Historical Society of DFB.

Organizations: Memberships

Historical Society of DFB, member.

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 4/2/21

Print Name:

Ashley Santy

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



PUBLIC ART PROGRAM COMMITTEE

Creating Authority:

Ordinance No. 2020/006

Method of Appointment:

Seven (7) Members

Financial Disclosure:

None

Compensation:

None

Liaison:

City Manager or designee (954) 480-4263

Meeting Dates:

Once a month, additional special meetings may be held at the call of the City Manager at such other times as the City Manager may determine.

Functions and Responsibilities:

Review proposed artwork to be acquired under the City's Public Art Program; to screen submissions and make recommendations to the City Manager and City Commission, subject to the City Commission's final approval. Each acquisition should not more than three (3) possible selections, which can be existing works of art or new commissions.

The staff liaison to the Committee or designee shall keep minutes of the Committee proceedings and shall record the vote of each member on items requiring Committee action.

Method of Appointment:

The City's Public Art Program Committee ("Committee") shall consist of seven members: (i) a total of three employees from one or more City departments as designated and selected by the City Manager or designee, and (ii) each City Commissioner (excluding the Mayor) shall be permitted to appoint one member. An Art-In-Public Places ("AIPP") consultant may be contracted by the City to advise the Committee. The Committee's membership needs not be for a fixed term and may be changed from time to time by the City Manager.

Quorum:

Quorum shall be reached when no less than three Committee members are present.

Name Members	Address	Phone	Replaces	Resolution Number	Date Appointed
Andrew Johnson (District 1)	40 SE 19 th Avenue, Apt #119 Deerfield Beach, FL 33441	901-831-5620	NEW	2021/054	04/20/21
(District 2)			NEW		
(District 3)			NEW		
Judith Stanich (District 4)	2257 Deer Creek Alba Way Deerfield Beach, FL 33442	954-461-1152 (h) 954-461-1152 (c)	NEW	2021/041	04/06/21
(City Employee)			NEW		
(City Employee)			NEW		
(City Employee)			NEW		



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-625

Agenda Date: 5/4/2021

Status: CONSENT - BOARD
APPOINTMENTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the Election results for members to the Board of Trustees of the Municipal Firefighter's Pension Trust Fund; 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

At the request of the Firemen's Pension Board, an election was held in April for two (2) vacancies. The registration period was held from March 30, 2021 - April 12, 2021. Only two (2) applications were received. Included in the agenda backup, are the applications for Bruce Young and Stephen Hill who were unopposed for reappointment to the Firemen's Pension Trust Fund.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, CONFIRMING THE ELECTION
RESULTS FOR MEMBERS TO THE BOARD OF TRUSTEES OF THE
MUNICIPAL FIREFIGHTER'S PENSION TRUST FUND; PROVIDING
AN EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-271 of the City Code, the Board of Trustees for the Municipal Firefighter's Pension Trust Fund (the "Board") is comprised of five members: two members are appointed by the City Commission, two firefighters are elected by a majority of firefighter plan participants, and the fifth member is chosen by the majority of the four other Board members, with all appointees serving a two-year term; and

WHEREAS, the term for the two firefighter Board members expired on January 15, 2021; and

WHEREAS, Section 54-272 of the City Code provides procedures for filling vacancies on the Board, and requires an election be held to fill employee representative vacancies; and

WHEREAS, during the registration period of March 30, 2021 through April 12, 2021 for the election, the City Clerk's Office accepted applications for the two vacancies; and

WHEREAS, during that period, only two applications were received; therefore, the candidates, Bruce Young and Stephen Hill, were unopposed.

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

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

Section 2. Bruce Young and Stephen Hill are hereby confirmed as members to the Board of Trustees for the Municipal Firefighter's Pension Trust Fund for a term commencing upon passage of this Resolution and ending on January 15, 2023.

Section 3. The appointees shall serve without compensation and are required to file a financial disclosure statement in accordance with Florida Statutes.

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

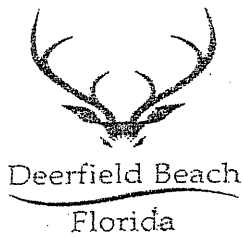
PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APR 8 2021



City of Deerfield Beach
Application for Advisory Board or Committee

CITY CLERK'S OFFICE

Advisory Board or Committee you are applying for:

Fire Pension Board

Are you willing to be considered for an alternate Board or Committee

Yes ☐

No ☒

Name

Bruce Young

Address

[REDACTED]

City

[REDACTED]

State

[REDACTED]

Zip

[REDACTED]

I reside in District # (can be found on back of your Voter Registration Card)

[REDACTED]

Year Round Resident?

Yes

☒

No

☐

If No, how what months are you away?

—

Home Phone

[REDACTED]

Work/Mobile Phone

[REDACTED]

E-mail

[REDACTED]

Employer

BSO

Address

2601 W. Broward

Occupation (if retired, please indicate and list former occupation)

Fire Fighter

Please list any governmental Advisory Boards or Committees on which you currently serve:

Fire Pension Board

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas
BS.
Professional: Certification(s)
Cert FF/ Paramedic
Knowledge: Training, interest or experience
Medical and Fire
Community Involvement: List organizations/positions
/
Organizations: Memberships
/

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature

Bruce Young

Date

4/8/21

Print Name

Bruce Young

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



City of Deerfield Beach
Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: *Firefighter Pension Board*

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name *Stephen Hill*

Address [REDACTED]

City [REDACTED] State [REDACTED]

Zip [REDACTED]

I reside in District # (can be found on back of your Voter Registration Card)

Year- Round Resident? Yes ☐ No ☒

If No, how what months are you away? *N/A*

Home Phone [REDACTED] Work/Mobile Phone

E-mail [REDACTED]

Employer *Broward Sheriff Office*

Address *2601 W Broward Blvd Ft. Lauderdale FL 33312*

Occupation (if retired, please indicate and list former occupation) *Fire fighter*

Please list any governmental Advisory Boards or Committees on which you currently serve:

Firefighter Pension Board

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

Bachelors Finance

Professional: Certification(s)

Florida Public Pension Trustee Association

Knowledge: Training, interest or experience

FPPTA Certificate

CITY OF DEERFIELD BEACH
RECEIVED

Community Involvement: List organizations/positions

Youth Soft ball- Florida Force

APR 12 2021

Organizations: Memberships

CITY CLERK'S OFFICE

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:

Stephen Hill

Date:

4/11/21

Print Name:

Stephen Hill

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



BOARD OF TRUSTEES FIREMEN'S PENSION TRUST FUND

Creating Authority:

Ordinance 1130 under authority of Florida Statutes - Chapter 175

Method of Appointment:

Two (2) Residents selected by Commission for Two (2) Years Term

Two (2) Firefighters elected by Firefighters for Two (2) Years Term

One (1) Resident selected by the previous four (4) members and confirmed by Resolution

Financial Disclosure:

Required

Compensation:

None. However, may receive expenses and per diem as prescribed by law

Liaison:

Doug Falcon

Meeting Dates:

4th Thursday

Functions and Responsibilities:

The Board of Trustees shall have such powers, duties and responsibilities as are prescribed by law or as may, from time to time be prescribed by Chapter 175.061 (F.S.) and/or amendments thereto as may be duly enacted

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
Jonathan Campbell Commission		561-703-0909	Stevens	2019/048	10/15/19	10/01/21
Robert Weech Board (5th Member)			Self	2020/013	02/04/20	12/12/21
Bruce Young Employees (Elected)			Self	2019/003	01/15/19	01/15/21
Stephen Hill Employees (Elected)			Self	2019/003	01/15/19	01/15/21
Daniel Frazer Commission		214-8337	Self	2021/002	01/05/21	01/15/23



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-623

Agenda Date: 5/4/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until June 17, 2021; authorizing the City Manager to take appropriate actions; 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

Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza. On March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19. On March 10, 2020, Broward County (the "County") declared a local state of emergency.

Section 30-28 of the City of Deerfield Beach Code of Ordinances (the "City Code") empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent. COVID-19 poses an imminent threat that may result in substantial injury or harm to the population.

On March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the "State of Local Emergency"). Pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each.

Since March 2020, the Governor, the County, and the City Manager have issued various emergency orders designed to curb the spread of COVID-19.

Current Activity

The City Commission's most recent extension of the State of Local Emergency is set to expire on May 17, 2021, unless further extended. The Governor has issued an Executive Order extending the

State of Emergency in the State of Florida due to COVID-19 through April 27, 2021, which date may be further extended. The enclosed Resolution extends the City's State of Local Emergency until June 17, 2021. Due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large indoor gatherings, and the reopening of businesses, establishments and amenities, a further extension of the Local State of Emergency until June 17, 2021 is proposed.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, EXTENDING THE STATE OF LOCAL
EMERGENCY REGARDING COVID-19 UNTIL JUNE 17, 2021;
AUTHORIZING THE CITY MANAGER TO TAKE APPROPRIATE
ACTIONS; PROVIDING AN EFFECTIVE DATE**

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 10, 2020, Broward County (the “County”) declared a local state of emergency; and

WHEREAS, Section 30-28 of the City of Deerfield Beach Code of Ordinances (the “City Code”) empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent; and

WHEREAS, Section 252.34(4), Fla. Stat., defines an “emergency” to mean “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property”; and

WHEREAS, COVID-19 poses an imminent threat that may result in substantial injury or harm to the population; and

WHEREAS, on March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the “State of Local Emergency”); and

WHEREAS, pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for additional periods of up to 30 days each; and

WHEREAS, since March 2020, the Governor, the County, and the City Manager have issued various emergency orders designed to curb the spread of COVID-19; and

WHEREAS, on February 26, 2021, Governor DeSantis issued Executive Order 20-316, extending the State of Emergency in the State of Florida due to COVID-19 until April 27, 2021; and

WHEREAS, the City Commission has extended the State of Local Emergency until May 17, 2021; and

WHEREAS, the City is aware of an increase in confirmed cases of COVID-19 within its jurisdictional boundaries, and the confirmed cases within Broward County and the State of Florida continue to increase daily; and

WHEREAS, due to the evolving nature of the COVID-19 emergency, continued CDC recommendations regarding social distancing and large gatherings, and the continued reopening of businesses, establishments and amenities, the City Commission deems it in the best interest of the City to further extend the State of Local Emergency until June 17, 2021.

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

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

Section 2. Pursuant to Section 30-28 of the City Code, the City Commission hereby extends the State of Local Emergency until June 17, 2021, unless terminated earlier by a vote of four members of the City Commission.

Section 3. The City Manager is hereby authorized to do all things necessary to prepare the City for the State of Local Emergency and to respond to the emergency, including but not limited to exercising the City Manager’s emergency powers provided for in Section 30-29 of the City Code.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

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. 2021-619

Agenda Date: 5/4/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback agreement with Government Services Group, Inc. for American Rescue Plan Act Assistance Services utilizing the State of Florida, Department of Management Services State Term Contract #80101500-20-1 in an amount not to exceed \$49,000 for Phase 1 of the services; providing for execution and an effective date. (Funds from Account #001-0600-513-32-99 - Other Contractual Services & Account #001-0000-369-90-00 - Other Miscellaneous Revenue)

Recommended Action

Commission to vote on the Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Not to exceed \$49,000

Account Name: Other Contractual Services

Account Number: 001-0600-513-32-99

Secondary Account Name: Other Miscellaneous Revenue

Secondary Account Number: 001-0000-369-90-00

Background/History

The American Rescue Plan Act of 2021 ("ARP Act") is an economic stimulus bill that was enacted by the Federal Government on March 11, 2021. Cities with populations over 50,000 will receive direct payments from the U.S. Department of Treasury. The City of Deerfield Beach is eligible for funding and is anticipated to receive \$17.22 million in two disbursements or "tranches". The first disbursement is expected within sixty (60) days of enactment of the ARP Act for fifty (50) percent of the allocation and the second is expected no earlier than twelve (12) months after the date of the first disbursement for up to the remaining fifty (50) percent of the allocation.

The Act provides that the Funds may be used for: (i) Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency, (ii) COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, and economic recovery, (iii) Premium pay for essential workers, and (iv) Investments in water, sewer, and broadband infrastructure. Limited guidance has been provided thus far on the specified authorized uses of the funds (ex. what is an "essential worker" for purposes of the Act; can road improvements be made in connection with water

or sewer infrastructure, etc.). The Act requires local governments to spend the funding by the end of calendar year 2024 and provide periodic reports to the U.S. Department of Treasury with a detailed accounting of the use of funds. Considering the magnitude of the allocation, the City is seeking to utilize Government Services Group, Inc. ("GSG"), by piggybacking onto the State of Florida, Department of Management Services State Term Contract 80101500-20-1 (the "State Contract"), to provide a range of grant management related services including needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services.

Current Activity

The City is monitoring release of official guidance of eligibility and reporting requirements from the U.S. Department of Treasury. Upon approval of the contract, GSG will begin Phase One of working with the City in developing of the Needs Assessment plan by the categorical eligible elements outlined in the Act and a strategic road map to implement the plan. The pricing for Phase One will not exceed \$49,000 and is eligible for reimbursement under the ARP Act.

Recommendation

Adopt the resolution.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH GOVERNMENT SERVICES GROUP, INC. FOR AMERICAN RESCUE PLAN ACT ASSISTANCE SERVICES UTILIZING THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES STATE TERM CONTRACT #80101500-20-1 IN AN AMOUNT NOT TO EXCEED \$49,000 FOR PHASE 1 OF THE SERVICES; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, on March 11, 2021, the U.S. Government enacted the American Rescue Plan Act of 2021 (the “ARP Act”); and

WHEREAS, municipalities with populations over 50,000 will receive direct payments from the U.S. Department of Treasury; and

WHEREAS, the City of Deerfield Beach is eligible for funding and is anticipated to receive \$17.22 million (the “Funds”); and

WHEREAS, the Act provides that the Funds may be used for: (i) Revenue replacement for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency, relative to revenues collected in the most recent fiscal year prior to the emergency, (ii) COVID-19 expenditures or negative economic impacts of COVID-19, including assistance to small businesses, households, and hard-hit industries, and economic recovery, (iii) Premium pay for essential workers, and (iv) Investments in water, sewer, and broadband infrastructure; and

WHEREAS, U.S. Department of Treasury has provided limited guidance thus far regarding interpretation of the specified uses of the Funds for certain expenditures; and

WHEREAS, the City Code exempts from competitive solicitation requirements procurements utilizing contracts awarded by other governmental agencies; and

WHEREAS, the City is seeking to contract with Government Services Group, Inc. (“GSG”) to provide a range of grant management related services including development of a needs assessment, eligibility determination, development of application and program requirements, monitoring, reporting, and compliance services (collectively, the “Services”) by utilizing the State of Florida, Department of Management Services State Term Contract 80101500-20-1 (the “State Contract”); and

WHEREAS, GSG has provided the City with a proposal to provide Phase 1 of the Services, to include development of a needs assessment plan by the categorical elements outlined in the ARP Act and a strategic road map to implement the plan (collectively, “Phase 1”); and

WHEREAS, at the conclusion of Phase 1, GSG will provide the City with an estimated fee for Phase 2 services, which includes review process, disbursement of funds, reporting, and monitoring activities; and

WHEREAS, staff has confirmed that the GSG State Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve a piggyback agreement with GSG for the Services utilizing the terms of the State Contract in an amount not to exceed \$49,000 for Phase I of the Services (the “Piggyback Agreement”).

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

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

Section 2. The City Commission hereby approves the Piggyback Agreement with GSG for the Services in an amount not to exceed \$49,000 for Phase 1 of the Services.

Section 3. The City Manager is authorized to execute the Piggyback Agreement with GSG, consistent with the terms of the State Contract, together with such additional terms and conditions that 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 to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **GOVERNMENT SERVICES GROUP, INC.** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

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Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

**GOVERNMENT SERVICES GROUP, INC. STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

David G. Jahosky

David G. Jahosky
Vice President

2/17/2021 | 1:53 PM EST

Date:

DocuSigned by:

Tami Fillyaw

Tami Fillyaw
Chief of Staff

2/18/2021 | 4:53 PM EST

Date:

Contract Attachment A: Cost Proposal

Request For Proposals

No. 06-80101500-J

Management Consulting Services and Financial and Performance Audits

Respondent Name	Government Services Group, Inc.
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INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	<u>INITIAL</u> TERM HOURLY RATE	<u>RENEWAL</u> TERM HOURLY RATE
Principal Consultant	\$250.00	\$265.00
Senior Consultant	\$185.00	\$195.00
Consultant	\$150.00	\$160.00
Junior Consultant	\$115.00	\$120.00
Program and Administrative Support	\$35.00	\$40.00

Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C



GOVERNMENT SERVICES GROUP, INC.
WeServeGovernments.com



Proposal to Serve

State of Florida
Department of Management Services
Management Consulting and Financial and
Performance Audits
RFP No. 06-80101500-J

June 9, 2020

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Experience

IN ITS TECHNICAL PROPOSAL, THE RESPONDENT SHOULD PROVIDE A NARRATIVE ON THE RESPONDENT’S RELEVANT EXPERIENCE, INCLUDING DIVERSE KNOWLEDGE AND SKILLSETS (PREFERABLY WITH DEMONSTRATED EXPERIENCE IN PROVIDING SERVICES RELEVANT TO GOVERNMENTAL ENTITIES), APPLICABLE TO SERVICE CATEGORY 1. A RESPONDENT MAY, BUT IS NOT LIMITED TO, DEMONSTRATE RELEVANT EXPERIENCE BY IDENTIFYING CLIENTS AND DESCRIBING PAST PROJECTS.

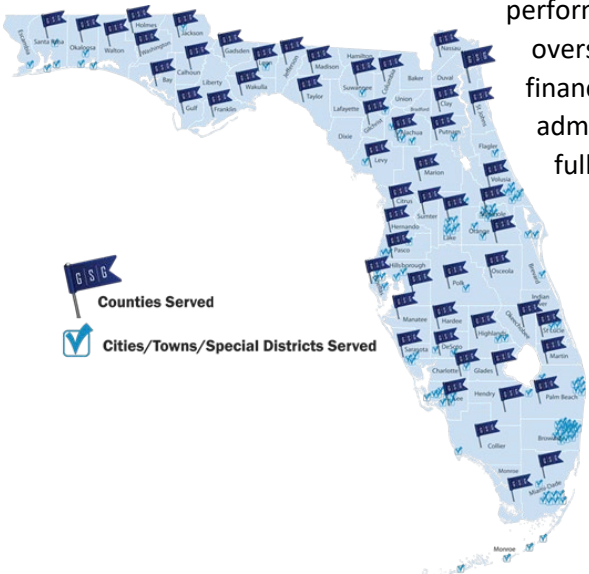
Firm Capabilities

Government Services Group, Inc. (GSG) is a Tallahassee, Florida-based provider of consulting services to government entities. Incorporated in 1996, GSG prides itself on more than 20 years of serving Florida governments with smart, effective, and efficient service. GSG’s Team of over 60 highly experienced professionals offers a unique perspective because individual firm employees have worked in government and the private sector for both large and small entities. GSG’s proven expertise in providing consulting services to State and local governments is demonstrated by our work with 60 counties, 89 cities, 15 special districts, and numerous State agencies. GSG currently serves or historically has served over 160 clients in Florida. GSG serves its clients from offices based in Tallahassee and Longwood, Florida.

GSG is vastly experienced in evaluating the unique and dynamic characteristics associated with state and local government and providing options for reviewing and funding of vital state and local government services. GSG develops tailored, solution-based strategies to successfully address the specific financial, operational, and governance problems faced by our government clients.

GSG specializes in management support services in the areas of capital program management, utility operations, capital financing, and bond issue compliance, contractual

performance oversight, financial administration, full-service



STATE OF FLORIDA EXPERIENCE

Since the 1990 s, team members have routinely provided professional services to the:

- Agency for Health Care Administration
- Commission for the Transportation Disadvantaged
- Department of Children and Families
- Department of Economic Opportunity
- Department of Environmental Protection
- Department of Health
- Department of Management Services
- Department of Revenue
- Department of Transportation

governmental accounting, utility customer service, billing services, and city and county property services. GSG has delivered high-value accounting services to local governments and served as the manager for multiple community development districts. On behalf of local government partners, GSG has tackled the successful transition of numerous troubled water and sewer utility systems to high-quality, modern, municipal-standard, customer-friendly operations. GSG has

designed and implemented innovative public service delivery alternatives and effective governance solutions in close collaboration with policymakers, public executives, and citizen stakeholders. GSG’s work in capital project management and civic engagements has received state and national recognition. GSG has perfected its capabilities in the areas of grant management, regulatory requirements, special assessments, and data management, offering deliverables tailored according to each specific client’s needs.

At the local government level, GSG provides service delivery analysis, governance solutions, developing and implementing funding programs for water and wastewater, transportation, stormwater, fire, and solid waste services and infrastructure. These funding programs have assisted governments in determining priorities and strategies that provide a consistent revenue stream to support the functionality of the local government. The information contained in the funding studies also enables elected officials to make critical decisions about services and infrastructure by creating a basis for planning initiatives in the short and long-term.

Also, GSG Team members have prepared hundreds of city, county, special district, and state cost optimization or recovery studies in the United States. GSG has advised government officials in the interpretation and use of federal and state guidelines to identify opportunities for efficiencies and increased cost recovery. GSG has worked with various agencies in the development and updating of their billing mechanisms. Aspects of engagements include assessing current operations to determine strengths and weaknesses, defining of service offerings, determination of appropriate allocation methodologies; development of utilization forecasts; and implementation planning. These studies provide recommendations for adjusting the rate or billing structures to recover the allowable costs within the framework of applicable local, state, and federal guidelines. GSG has produced federally compliant cost recovery plans utilizing standard cost allocation principles based on full cost as well as Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

GSG provides a variety of services, including disaster recovery, grant management, construction management, capital project administration, and program administration. GSG supports their clients with expertise in FEMA and CDBG-DR eligibility determination, project management, appeals preparation, grant management, financial recovery, financial and project progress reporting, insurance reconciliation, grant monitoring and compliance, grant closure, and audit preparation, defense, and appeals.

Representative Project Experience

Clients select GSG because we bring objectivity and insight to complex, real-world issues. We understand *public sector motives and private sector methods*. We bring leading practices and practical solutions to our clients. Our Team Members have a deep understanding and working experience in the public sector. Our team includes those who have served in and for C-level executive financial management positions within State and local governments. GSG’s team of 60 highly experienced professionals offers a unique perspective because we have worked in government and the private sector for both large and small entities. Not only have we been in our client’s shoes, but we have also been in their communities and neighborhoods. The following ongoing engagements demonstrate the extent of GSG’s success in providing a variety of management consulting services to

THE GSG ADVANTAGE

- ✓ Proven Experience
- ✓ Value and Integrity
- ✓ Commitment to Quality
- ✓ Successful Track Record
- ✓ Problem Solving Attitude

various levels of governmental entities:



GOVERNMENT SERVICES GROUP, INC.

Florida Division of Emergency Management

GSG is currently a subcontractor to Thomas Howell Ferguson P.A. (THF). THF provides disaster management assistance to the Florida Division of Emergency Management (FDEM) for the Presidentially-declared Emergencies and Major Disasters related to Tropical Storm Fay to Hurricane Michael. GSG is a recognized leader in the management of FEMA's Public Assistance grant programs. From pre-event assessments of critical policies and documentation procedures to damage assessment and Project Worksheet development to closeouts and appeals, we have staff with the experience and knowledge necessary to ensure the highest quality service to the client.

Our team has managed or closed-out hundreds of FEMA project worksheets and recovered millions of dollars for over 60 Florida sub-recipients, including state agencies, counties, cities, and non-profits. Included in these project development totals, our staff has managed monitoring projects, restoration projects, and disaster mitigation projects for 20 Presidentially declared disasters. The project services include FEMA grant life-cycle administration. For example, our team is involved in various aspects of grants compliance from pre-award eligibility determination to duplication of benefit analysis to Davis-Bacon compliance to project closeout. This project requires a detailed working knowledge of FEMA's *Public Assistance Program and Policy Guide*, 44 CFR, 2 CFR Part 200, debris monitoring requirements, time-tracking, reporting, and reimbursement.

Various Statewide Local Government Clients

We annually manage over 100 non-ad valorem assessment projects to fund essential services and capital projects for cities, counties, and special districts in Florida, typically assessing over 1.4 million tax parcels and generating over \$300 million in annual assessment revenue. GSG has earned a reputation throughout Florida as a leader in the development, implementation, and administration of special assessment programs. GSG has an extensive, successful history of working with numerous local governments in developing, implementing, and maintaining special assessment programs for a myriad of government services and capital projects. GSG created some of the first assessment programs in the state and has assisted in writing the law for special assessments. The Courts have designated GSG as an expert in the development of special assessments and capable of providing competent, substantial evidence to support the case law requirements for using special assessments to fund services and capital projects.

The Florida Governmental Utility Authority



GSG manages one of the largest "single-purpose" government entities in Florida, the Florida Governmental Utility Authority (FGUA). The FGUA owns and operates water and wastewater facilities in 14 counties serving more than 120,000 utility customers and including a 50-year contract with MacDill Air Force Base in Tampa, Florida. The FGUA has an annual budget that exceeds \$80 million with no employees. As the System Manager for the FGUA, GSG routinely performs multi-year enterprise fund financial forecasting to determine: (1) revenue requirements, (2) rate structure changes, (3) operational and capital improvement needs, and (4) debt management for 16 distinct enterprise funds.

GSG also developed Key Performance Indicators and performs benchmark analysis. In GSG's service to the FGUA, our team has developed extensive experience in capital acquisition, including providing debt

management services for a \$1.1 billion portfolio of assets for the FGUA. Recently, the GSG team led the FGUA's \$12.2 million acquisition of a municipal water-waste water system. The transaction is made possible due to financing with a first-of-its-kind US Department of Agriculture (USDA) low-interest rural development acquisition loan. In a press release announcing the loan in May 2018, the State Director for the Florida Rural Development announced that the US Department of Agriculture (USDA) is investing over \$12 million in water and wastewater infrastructure to further its mission of strengthening rural communities. The partnerships with the USDA demonstrate how GSG brings creative and innovative solutions to everyday challenges with complex regulations.

Creative Problem-Solving Approaches

The following recent projects demonstrate GSG's versatility in developing creative solutions for our Clients.

Nassau County, Florida

Recently, GSG completed an independent review and analysis of Nassau County's School Concurrency policies and implementation and, as a result, is assisting the Nassau County School District in the negotiation of capacity mitigation developer agreements and implementation of the revisions to the school concurrency process. The project required a working knowledge of Florida Statutory Requirements, Florida Department of Education guidelines, Comprehensive Plan Requirements, and Inter-local Agreements. Working with stakeholders from the School Board and the County, the Project Team was tasked with providing observations and recommendations for the following objectives related to the School Board's participation as part of the Concurrency Review process.



Florida Development Finance Corporation Property Assessed Clean Energy Program



GSG serves the Florida Development Finance Corporation (FD FC) as the Assessment Administrator. FD FC is a State authorized issuer of industrial revenue bonds and oversees the Florida Resiliency and Energy District (FRED) and the Property Assessed Clean Energy (PACE) Program. FD FC issues bonds in counties throughout Florida through interlocal agreements and supports economic development by assisting for-profit and not-for-profit businesses with access to capital for project financing. The primary mechanism for accessing the capital markets is tax-exempt and taxable bonds. The PACE Program is active in 20 counties throughout the State of Florida. GSG provides tax roll administration services, financial and management reporting, and serves as the liaison to the Trustee in the disbursement of payments to the vendors and bondholders.

Highway 79 Corridor Authority



GSG serves as the Systems Manager for the Highway 79 Corridor Authority (Authority). The Authority was awarded \$1.8 million for the proposed Highway 79 Corridor Authority Project that will benefit Washington County, Holmes County, and the City of Bonifay. The project is designated as Rural Areas of Opportunity under the Governor's Rural and Economic Development Initiative. The Project will include the construction of approximately 2.3 miles of water and sewer infrastructure that will eliminate existing wells and septic systems and replace the need for future ones. The Project will also provide advantageous planning and zoning strategies

to bring new business to the corridor, which includes property located within the counties of Holmes and Washington and the City of Bonifay. The Project is expected to create 219 jobs, including retail, manufacturing, and distributions in Washington County in eight years and is expected to have an economic impact of \$13 million a year by the seventh year. With the infrastructure improvements and the Highway 79 Corridor Authority Project’s 1,525-acres of commercial/industrial/mixed-use development district, the Corridor Authority will be able to actively recruit larger distribution, manufacturing, and service industries to the area, nationwide.

Potential Customer Needs Outlined in the RFP

The proposed State Term Contract has included examples of the Customer-specific services and projects that may be requested from the selected firms that are successfully awarded a Management Consulting Services State Term Contract. GSG provides services to our clients, and these services include one or more of the services outlined in the RFP. In the following section, GSG has provided comparable examples of our team’s project experiences using examples within each of the service areas requested in this RFP. The following section further demonstrates GSG’s significant expertise in the requested management consulting services.

Consulting on Management Strategy

Management strategy consulting provides solutions based on experience, industry knowledge, and analysis. Rather than just offering advice, guidance comes from learning intricate details of a clients’ operations so they can optimize decision-making and outcomes.



GSG clearly understands its role as a management strategy consultant. No matter the scope of services, we assist our clients throughout the entire process of every project. Unlike other firms, we take the time to get to know our clients and understand their needs before starting a project and then work with them throughout the process to ensure a successful outcome. We realize that one size does not fit all, and we have the capability and capacity to develop uniquely tailored solutions that accomplish each of our clients’ specific goals. We understand that when our Clients require specialized assistance to analyze issues from operational priorities to service delivery to funding options, our team brings objectivity and real insights. We understand that our role varies based on the client’s needs. Whether it is to provide observations, recommendations, or a prioritized road map for change, our role is to assist our Client meet or exceed their defined objectives.

Project Management

As previously mentioned, GSG annually manages over 100 projects to fund essential services and capital projects for cities, counties, and special districts in Florida. The foundation for our project management approach is based on the principles outlined in the *Project Management Body of Knowledge (PMBOK®)* as published by the Project Management Institute, as illustrated below:



For example, the use of special assessments as a home rule revenue source requires strict adherence to statutory deadlines with absolutely no leniency in meeting critical dates for project deliverables. One missed deadline could result in the loss of millions of annual revenues for our clients.

Our unsurpassed expertise in project management is exemplified by the range of clients and the breadth of the types of projects we undertake each year. GSG services our Clients that are funding such diverse projects as fire services, solid waste management services, roadway improvements, canal dredging, sea-level rise mitigation, and PACE improvements. GSG Team members are also administering CDBG and SHIP programs in 10 different communities. In our Longwood office, we are currently managing 11 water and wastewater utility systems, including the management of \$450 million in over 30 capital improvement projects. We provide unsurpassed project management services as we understand the importance of effective project management, frequent client communication, monitoring schedules, anticipating challenges, and eliminating ineffective processes. We believe that the magnitude of our project experience separates us from our competitors.

Program Research, Planning, and Evaluations

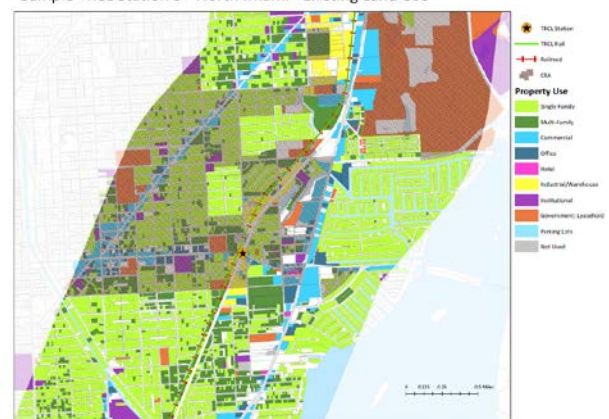
Program research, planning, and evaluations are processes that help take apart any problem and deftly move to an action plan based on data and targeted specific strategies. A detailed evaluation of business objectives, existing solutions, and the environment will help align business goals and strategies, existing technology, and innovation efforts towards a balanced and effective business strategy. A recent example of GSG's experience in providing these specific consulting services is Nassau County (County) Analysis of the School Concurrency Process. In accordance with Section 163.3180, Florida Statutes, Nassau County adopted a concurrency management system in its Public School Facilities Element (PSF) of the Nassau County 2030 Comprehensive Plan to ensure that the capacity of public schools was sufficient to support new residential development. Working with stakeholders from the School Board and the County, GSG was tasked with providing observations and recommendations for the following objectives related to the School Board's participation as part of the Concurrency Review process. Based on GSG's analysis, recommendations were provided for the School Board to consider when evaluating potential changes to their Concurrency Review processes.

Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's Mission-Oriented Business Programs or Initiatives.

GSG has a proven track record in serving Florida governments with mission-oriented business programs or initiatives to improve an agency's performance and success in meeting mission goals. GSG provides expert advice, assistance, guidance or counseling in support of agencies' mission-oriented business functions, as follows: management or strategy consulting; program planning, audits and evaluations; economic studies; policy and regulatory development and review; and other advisory and assistance services.

Recently, GSG working as part of a Team for the South Florida Regional Transit Authority (SFRTA) was asked to help evaluate options to fund planned development of the northeast corridor. Given the tremendous cost to build and maintain public transportation infrastructure and to respond to future needs, the GSG Team provided an analysis of the use of non-ad valorem assessments and tax increment financing to fund projects located within the northeastern portion of Miami-Dade County. Utilizing data extracted from the County's Geographic

Sample TRCL Station 3 - North Miami - Existing Land Use



Executive Management Coaching Services

MIAMI BEACH

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Follow-Up Form

- Get all of the caller's information.
- Make sure you get a daytime phone number to call back.
 - General information: Let the caller know someone will call them back within 5 business days
 - If you don't know the answers to the caller's question within 5 business days, call and let them know when you expect an answer
- Necessary corrections will be made before the tax bill is sent out.
- Submit all follow-up forms daily.

[illegible]

In the case of Martin County, Florida, GSG provided technical and user training as it relates to the establishment of a customer service phone bank. As often is the case with a new program, public education is critical. Even more essential is for the County's staff to have been properly trained on the program and the need to provide consistent, accurate responses to inquiries. This type of training provides the foundation for efficiently and effectively communicating the organization's message, missions, goals, or objectives. GSG has trained various professionals during these sessions, including C-level members of the organizations, elected officials, constitutional officers, as well as staff.

Assistance with Policy and Regulation Development



The development and implementation of alternative funding programs such as special assessments require strict adherence to case law and statutory requirements; however, there are components of the program that require policy decisions that can result in either success or failure. GSG has developed expertise in providing the appropriate background and educational materials to assist in policy development that ensures our client's success. The best example of assistance with policy and regulation development is GSG's lead role in the development of the Florida Governmental Utility Authority (FGUA). The FGUA was formed in 1999 through an interlocal agreement between Brevard, Lee, Polk, and Sarasota counties. These four local governments desired to make the best use of their common responsibilities to acquire, own, improve, operate, and maintain water and wastewater facilities. By forming the FGUA, these counties used resource sharing to provide drinking and wastewater service to their citizens at a lower cost and focus on local priorities. The FGUA has over 80 systems in 13 counties across Florida. As of 2020, the FGUA provides service to approximately 120,000 customer connections in 13 counties across the State of Florida.

Another example of where GSG is providing sophisticated policy and regulation development services is with the creation of the Florida Utility Debt Securitization Authority (FUDSA). FUDSA is a special purpose governmental Authority, serving the water and wastewater needs throughout Florida. FUDSA authorizes, issues, and sells restructuring bonds to finance the projects for utility-based infrastructure needs. An overview of FUDSA is outlined below:

- First "securitization" debt financing authority for municipal water and wastewater systems in the United States
- Securitized debt for local governments' water and wastewater infrastructure projects
- Securitized debt for refinancing of existing debt for water/wastewater infrastructure
- Serves as the Executive Director and provide all ongoing compliance, monitoring and reporting for water and wastewater securitization debt
- Modeled after the Long Island Power Authority (LIPA) and City of Los Angeles Water Board

GSG has developed and maintained extensive relationships with the County Property Appraisers and Tax Collectors in the State of Florida. GSG is recognized as a firm that understands the responsibilities and procedures of these Constitutional offices and, as a result, can effectively utilize the ad valorem tax roll data required for the development of the special assessment programs. We can provide references from County Property Appraisers and Tax Collectors who will attest to our expertise. Due to the combination of our highly specialized and experienced database analysts and our familiarity with the data, no other firm can match the quality of our data analysis. Based on recommendations by Property Appraisers, Tax Collectors, and their vendors, in 2009, GSG was contacted by the Florida Department of Revenue (FDOR) to assist with the design of the record layout for non-ad valorem assessment record-keeping by FDOR.

Assistance with Process and Productivity Improvement

Process improvement involves the business practice of identifying, analyzing, and improving existing processes to optimize performance, meet best practices or simply improve quality and the user experience for customers and end-users.

The Walton County Sheriff's Office (Sheriff's Office) experience clearly demonstrates GSG's ability to provide critical services to assess current processes and identify productivity improvements. Walton County Fire Rescue (WCFR), which the Sheriff's Office assumed control over in April of 2017, is a full-service fire rescue. The Sheriff's Office retained GSG to analyze the delivery of fire services throughout the County. GSG utilized our GIS expertise to analyze various components of the operations and service delivery areas. GSG provided observations, recommendations, and staff impact analysis necessary to consider alternative fire service delivery options, including: (1) Development a strategic plan or roadmap with prioritized recommendations; (2) Improving current response times; (3) Evaluating the location of current fire stations; (4) Improving the Insurance Services Office (ISO) rating; (5) Updating Fleet and Equipment Replacement policies; (6) Augmenting staffing and gain an understanding of comparable compensation of Fire Rescue personnel; and (7) Exploring alternative funding and governance options for fire service delivery.

Expert Witness Services in Support of Litigation, Claims, or other Formal Cases relating to Management Consulting.

One of the best ways of showing our experience in complying with regulatory requirements is the fact that GSG has been designated by the Courts as an expert witness in the development of special assessment programs. GSG has proven that we provide competent, substantial evidence to support the case law requirements for using special assessments to fund the provision of stormwater and other services. Being acknowledged by the Courts as experts in developing and defending special assessments, we work with our clients to create an apportionment methodology that meets their specific goals while also satisfying case law requirements. In other words, we use the flexibility provided by the courts to assist our clients in meeting their objectives with an eye on potential legal challenges to maximize both the efficiency and the effectiveness of any defense.

GSG provided expert witness services and testified on behalf of the City of Palm Bay in *M. David Moallem, et al. v. City of Palm Bay, et al.*, Case No. 05-2017-CA-37868, consolidated with *City of Palm Bay, Florida v. State of Florida, et al.*, Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida. This case was specific to the updated stormwater utility program developed by GSG for the City of Palm Bay that was implemented Fiscal Year 2017-18. Based on evidence provided by GSG, the 18th Judicial Circuit validated the bonds and found that the City of Palm Bay's stormwater assessment program provided a special benefit and that the apportionment methodology was fair and reasonable to all citizens of the City. GSG also assisted Sarasota County and its legal counsel in addressing legal issues that were raised in the case of *State v. Sarasota County*, 693 So.2d 546 (Fla 1997), and *Sarasota County v. Sarasota Church of Christ*, 667 So.2d 998 (Fla. 4th DCA 2000). GSG has also provided evidence to support local government litigation in front of the Florida Supreme Court.

Advisory and Assistance Services relating to a Customer's Mission-Oriented Business Programs or Initiatives

GSG's experience in providing exemplary services to the FGUA and the Walton County Sheriff's Office (Sheriff's Office) clearly demonstrates GSG's ability to provide critical services to assess current processes and identify productivity improvements. Another recent example is GSG's services to Citrus County, Florida. In a study conducted for the Citrus County Board of County Commissioners, GSG assisted the County Manager's Office and the Sheriff's Office in the operational review of the Citrus County Detention Center. The Detention Center is operated by a third-party private contractor. The Team provided: (1) critical insights on current operations; (2) review of key performance indicators; (3) an assessment of staffing and deployment schedules;; (4) a detailed



review and comparison of services outlined in the contractual agreement and actual services provided by the vendor; (5) observations and recommendations.

Working under as a subcontractor to Thomas Howell Ferguson P.A. (THF), GSG assisted THF with an engagement for the Florida Commission for the Transportation Disadvantaged (FCTD). The THF Team (Team) conducted an assessment and analysis of the current rate model used to manage the disbursement of State grant funds for the coordination of transportation services to ensure cost-effectiveness and to comply with Florida Statute and Florida Administrative Code. Our analysis included an understanding of Florida Statute 427.013, Chapter 41-2 Florida Administrative Code, and the duties and responsibilities of FCTD. Our approach included interviews with program administrators, a review of relevant documentation, and other applicable methods as needed to document and communicate related findings and recommendations.

Systems Alignment and Consolidation

Consolidation and centralization are methods of combining the functions of several departments of an organization into a single department. As noted previously, by forming the FGUA, GSG provided technical and operational assistance to these counties in their effort to leverage resource sharing to provide drinking and wastewater service to their citizens at a lower cost and focus on improved services. The FGUA experience is a great example of how GSG has provided and continues to provide a regionalized solution to the delivery of water and wastewater services.

Another great example of GSG’s services is the recently completed independent review and analysis of Nassau County’s School Concurrency policies. The project required working aligning priorities of multiple governmental organizations - the Board of County Commissioners, the Elected Superintendent of the Nassau County School District, and two municipal government in Nassau County. The GSG team had to coordinate efforts amongst the government entities. As part of the project, GSG provided numerous observations and recommendations to drive efficiencies, improve processes, reduce the backlog, and improve customer service. The project required a working knowledge of Florida Statutory Requirements, Florida Department of Education guidelines, Comprehensive Plan Requirements, and Inter-local Agreements.

Comprehensive Grants Management Services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs



As previously mentioned, GSG is currently under contract as a subcontractor to THF to provide financial auditing services for the Florida Division of Emergency Management ("Division") for the Presidentially-declared Emergencies ("EM") and Major Disasters ("DR") related to Tropical Storm Fay to Hurricane Michael. We are a recognized leader in the management of FEMA’s Public Assistance grant program. We have thoughtfully built our team to ensure that FDEM will not have gaps in the excellent services they expect. From pre-event development to closeouts and appeals, we have staff with the experience and knowledge necessary to ensure the highest quality service to the client.

Representative Project Experience This is not an all-inclusive list



Our team has managed or closed-out hundreds of FEMA project worksheets and recovered millions of dollars for over 60 Florida sub-recipients, including State Agencies, Counties, Cities, and Non-Profits. Included in these project development totals, our staff has managed monitoring projects, restoration projects, and disaster mitigation projects for 20 Presidentially declared disasters. The project services include FEMA grant life-cycle administration. For example, our team is involved in various aspects of grants compliance from pre-award eligibility determination to duplication of benefit analysis to Davis-Bacon compliance to project closeout. This project requires a detailed working knowledge of FEMA’s *Public Assistance Program and Policy Guide*, 44 CFR, 2 CFR Part 200, debris monitoring requirements, time-tracking, reporting, and reimbursement.

Housing Rehabilitation: Assist with securing and administering federal and state programs to rehabilitate homes for low-to-moderate-income households. Programs include the Community Development Block Grant (CDBG) Program, Neighborhood Stabilization Program, State Housing Initiative Program, and the Housing Choice Voucher (HCV) Program.

Neighborhood Revitalization: Assist with securing and managing State and Federal grant programs for infrastructure improvements and developments for low-to-moderate-income residential communities. Activities include, but are not limited to, water, wastewater, sidewalks, and beautification programs.

Economic Development: Establish public/private partnerships to attract businesses to locate and/or expand in a particular community. Economic Development includes planning, securing much-needed resources for local communities, and funding infrastructure development programs and incentive packages for businesses' job creation.

Commercial Revitalization: Development of applications for HUD CDBG Grant funding for limited rehabilitation and Façade improvements for designated downtown commercial areas.

Disaster Recovery: Comprehensive assistance to governmental entities for the implementation of large-scale federal disaster recovery programs such as the Community Development Block Grant (CDBG) Disaster Recovery Initiatives. Disaster Recovery projects include rehabilitation and housing replacement, rehabilitation of single-family and multi-family housing units, infrastructure, public facilities, and Affordable Housing.

Intake and Eligibility: Assist governmental entities and private businesses serving governmental entities in the analysis of grant participants for eligibility in receiving grant assistance from federal and state programs in areas such as housing rehabilitation and disaster recovery. Also included is project analysis to ensure it meets all federal and state grant requirements for funding.

Environmental Review: Assist with preparation of documents or oversight of contractors providing environmental review services necessary to receive a Finding of No Significant Impact for federally funded grant programs.

Davis-Bacon Labor Standards: Provide services necessary to ensure compliance with this standard on federally funded construction contracts. Services include, but are not limited to, ordering wage decisions, adding additional job classifications when needed, review of certified payrolls, on-site employee interviews, providing technical assistance to contractors, developing corrective action plans and ensuring all Davis-Bacon Labor Standard documents are included in bid documents.

have vast experience in working with state and local governments. We have assisted hundreds of local government policymakers and managers with improving their respective agency's management, organizational structure, and operations. We have provided sound financial and cost-based analysis, feasible solutions, and assisted in implementing program enhancements, program staffing needs, or service alternatives. The GSG Team includes personnel within all of the areas of expertise required to provide Customers with management consulting services through the State Term Contract with the Department of Management Services. The following table maps our proposed staff’s experience against the requested management consulting services. The personnel listed are representative of GSG’s capabilities.

GSG Team members have over 25 years of experience in providing the services outlined in the adjacent table.

About Our Project Team

We structured our project team with our most experienced resources to provide the state with immediate access to the best possible technical expertise. The GSG team does not just offer advice to governments; our staff has served many different levels in government service, so we understand the unique and ongoing challenges every government faces. Our project team members

Potential Customer Needs Outlined in the RFP	Robert Sheets	Camille Pawlik	David Jahosky	Steve Spratt	David DiLena	Sandi Walker	Jeff Rackley	Xavier Rodriguez	Jay Moseley
Consulting on management strategy	✓	✓	✓	✓	✓	✓	✓		✓
Project management	✓	✓	✓	✓	✓	✓	✓	✓	✓
Program research, planning, and evaluations	✓	✓	✓	✓	✓	✓	✓	✓	✓
Provision of studies, etc. relating to Customer's mission oriented business programs	✓	✓	✓	✓	✓	✓	✓	✓	✓
Executive/management coaching services	✓	✓	✓	✓	✓				
Customized training to meet management consulting objective	✓	✓	✓	✓	✓	✓	✓	✓	✓
Assistance with policy and regulation development	✓	✓	✓	✓	✓	✓	✓	✓	✓
Assistance with process and productivity improvement	✓	✓	✓	✓	✓	✓	✓	✓	✓
Expert witness services in support of litigation, etc. relating to management consulting	✓	✓				✓			
Advisory/assistance relating to Customer's mission oriented business programs	✓	✓	✓	✓	✓	✓	✓	✓	✓
Systems alignment and consolidation	✓	✓	✓	✓	✓	✓	✓	✓	✓
Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other State and Federal grant programs	✓		✓	✓	✓		✓		✓

Project Team Biographies

GSG has structured our Team to provide our most experienced resources to provide immediate access to the best possible technical expertise for our Customers. A successful project entails having the right staff – right when you need them. The GSG team meets and exceeds the minimum requirements, and more importantly, provides significant advantages to the state that are critical to this project's success.

Robert Sheets, CEO



As CEO of Government Services Group, Inc., Robert has spent more than 30 years providing financial and operational solutions as well as service delivery alternatives to local governments in Florida. He was one of the key architects in 1999 of the creation of the largest Single Purpose Government (SPG) for the delivery of water and wastewater. Robert has assisted more than 150 local governments, Special Districts, and the Department of Defense in contract management and compliance, management services, and utility acquisitions. He has overseen the development and funding analysis of numerous capital improvement programs for water, wastewater, roads, stormwater, septic tank conversion, and P3 initiatives for major planned communities, downtown redevelopment, and transportation.

Robert's experience in Florida includes playing an essential role in assisting local governments with the financial recovery from major natural disasters beginning with Hurricane Andrew. As an industry influencer and advocate for best practice, Robert was a leader in passing key legislation, authorizing the creation of Special Financing Authorities for the issuance of "Structured Financing," allowing governments to utilize lower-cost bond financing for water and wastewater projects.

- Oversees the statutory adherence to the Florida laws pertaining to the levying of over 2 million parcels to ensure local governments a 100% collection rate on assessments of over \$300 million annually.
- Served as contract and compliance monitor between the Florida Governmental Utility Authority (FGUA) and the Department of Defense (DOD) for all financial, operational, environmental, and safety components of a 50-year lease for all utility infrastructure at MacDill Air Force Base, Tampa, Florida.
- Served as "Owners Representative" for one of the largest single-purpose governments with no employees. All services are contracted out. Mr. Sheets serves as the leader of a team of subject matter experts responsible for financial, operational, CIP, environmental, and federally funded projects. This responsibility includes ensuring compliance with provisions of bond covenants exceeding \$500 million.

Camille Pawlik, Principal and Senior Advisor



Serving as Senior Advisor to Government Services Group, Inc. (GSG), Ms. Pawlik has a vast knowledge of the development, implementation, and maintenance of special assessment programs and databases for GSG clients. With over 25 years of local government experience, Ms. Pawlik has directed more than 1,000 special assessment programs. The new and annually recurring projects she has facilitated fund essential services for over 60 counties and 80 cities throughout Florida. She possesses a qualified understanding of the necessary technical and logistical interaction with

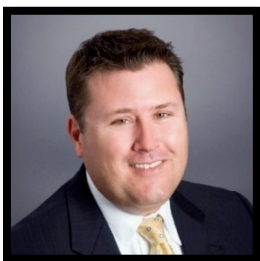
constitutional officers and policy, a key element in the successful implementation of the uniform method of non-ad valorem assessment collections outlined under Chapter 197, Florida Statutes.

Designated by the Courts as an “expert” in the development and implementation of special assessment programs, Ms. Pawlik has a demonstrated knowledge of the cost apportionment methodologies required to meet the case law criteria for valid special assessment programs. Ms. Pawlik has testified as an Expert Witness in several cases on behalf of local governments in defense of several special assessment programs. Her litigation accomplishments are noted below:

- Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4th DCA 2010)
Testified for defendant
- Roy’s Trailer Park, Inc., A Florida Corporation, d/b/a Roy’s Trailer Park vs. Monroe County, Florida, Case No. CAK 071505, 16th Judicial Circuit Court, Monroe County, Florida; *Testified for defendant*
- Keys RV/Mobile Home Condominium Association, Inc. vs. City of Marathon, Florida, Case No. 2008 CA 386M, 16th Judicial Circuit Court, Monroe County, Florida; *Testified for defendant*
- Islamorada, Village of Islands, Florida vs. The State of Florida and the Taxpayers, Property Owners and Citizens of Islamorada, Village of Islands, Florida (bond validation) *Testified for plaintiff*
- Monroe County, Florida, vs. The State of Florida, et al.
Case No. 2013-CA-000521, 16th Judicial Circuit, Monroe County, Florida; *Testified for plaintiff*
- Carl H. Martin, et al. v. Lake County, Florida, et al., Case No. 2009-CA-5295, 5th Judicial Circuit, Lake County, Florida; *Testified for defendant*

As a public speaker, Camille has delivered numerous presentations to city and county elected officials on topics related to non-ad valorem assessment programs and other alternative funding and service delivery issues. She has also delivered similar presentations to various statewide associations, including the Florida Association of Counties (FAC) and the Florida Governmental Finance Officers’ Association (FGFOA). Ms. Pawlik holds a Bachelor’s degree in Political Science (BS), as well as a Master’s degree in Political Science with a Certificate in Public Administration (MPA) from the University of Florida.

David Jahosky, Managing Director



Mr. Jahosky oversees the Government and Community Services Division of Government Services Group, Inc. (GSG) and brings 26 years of experience serving various State of Florida Departments, Agencies, Special Districts, and local governments. David has successfully delivered over 200 government engagements since 1994. Before joining GSG in July 2017, David spent almost 14 years at KPMG and eight years at DMG-MAXIMUS, providing high-quality services to local governments.

David delivered cost allocation, cost of services, and cost optimization presentations to various statewide associations, including the Florida Association of Counties (FAC) and the Florida Governmental Finance Officers’ Association (FGFOA). David was also a National Instructor for KPMG teaching project management and cost accounting for State and Local government clients.

David brings highly specialized experience helping local governments become more efficient and focused on everything from staffing analysis to program and infrastructure funding and accounting. From studies to identify

cost optimization and revenue recovery to grant compliance and performance audits, David has helped local, and state governments develop the processes and policies necessary for greater efficiency in both human and financial resources. As important, he has helped them develop performance measures to ensure that goals and projects are met. His experience supporting local governments uniquely qualifies him to facilitate community services, including disaster recovery, neighborhood stabilization, and revitalization and economic development.

- Oversight and management of the project team working with Florida's Executive Office of the Governor on natural disaster recovery efforts that impacted many local governments throughout the State of Florida. Supervising the grants management and financial validation consultants who primarily support state and local governments seeking FEMA Disaster Response reimbursements. Currently serving the Engagement Managing Director for Community Development Block Grant (CDBG) or grants administration services for several Florida government clients.
- Oversees the strict statutory adherence to the Florida laws for levying of over 2 million parcels to ensure local governments a 100% collection rate on assessments of over \$300 million annually.
- David served as the Regional Engagement Director for over 40 performance audits of entities awarded grants from the US Department of Energy (DOE) under the American Recovery and Reinvestment Act.
- While working at a "Big Four" Accounting Firm's, David led the team review of sub-recipient file reviews of compliance with duplication of benefits analysis requirements under the CDBG Disaster Recovery programs for homeowner housing rehabilitation activities. The analysis included a review and documentation of available information for nearly two thousand individual applications in over 19 sub-recipient locations throughout the State of Florida. The effort was required to be completed within 35 calendar days. The outcome was the team assisted the State Agency with resolving issues including eligibility determination, duplication of benefits, accounting procedures processes to analysis of potential disallowed costs. The team's effort provided supporting documentation that helped the Agency negotiate and reduce its disallowance from over \$50 million to less than \$1 million.

Stephen Spratt, Vice President



Stephen M. Spratt brings 31 years of extensive public executive management experience in large complex county governments to his position as Vice President for Municipal Services Division at Government Services Group, Inc. (GSG). He developed varied skills in one of the largest local governments in the country, Miami-Dade County, serving as Budget Director and Assistant County Manager. While Steve acquired expertise in taxation and large size governmental budgeting, he also pioneered innovative service programs and workforce efficiency projects. He was chief executive – County Administrator – of the sixth-largest Florida county government, Pinellas County, for six years. As the VP for GSG, Steve provides specialized management consulting to local governments and contracted public services management. Mr. Spratt serves as the System Manager for the Florida Governmental Utility Authority (FGUA), managing over 70 full-service water and sewer utility operations.

- On behalf of the Florida Governmental Utility Authority (FGUA), provided management and supervision for the acquisition of the largest private investor-owned utility in Florida, Aqua Utilities of Florida. The effort involved complex bond financing and the coordination and communication with 15 local

governments to obtain their consent for the acquisition and to obtain resolutions of support or negotiated interlocal agreements.

- Provided management oversight of the successful negotiated \$200 million, a 50-year partnership agreement with the Federal government for the ownership, operation, and improvement of the water and wastewater systems at MacDill Air Force Base. Provide ongoing management oversight of this contract.
- Led a successful county-wide campaign to secure voter approval for renewal of one-cent local option infrastructure sales tax, which generated \$1.9 billion in revenue over ten years for capital improvements for Pinellas County local governments.
- Launched an award-winning innovative employee efficiency program with public employees competing against private contractors; this “Bid-to-Goal” with the “gain sharing” concept has resulted in taxpayer savings exceeding \$1 million annually.
- Successfully managed extraordinary private corporate business growth (240%) and profitability for the municipal services practice of Government Services Group, Inc.

David DiLena, Director of Financial Services



David DiLena focuses on managing over \$500M in assets and revenue bonds for the Florida Governmental Utility Authority (FGUA), a special purpose government spanning 14 counties in Florida. FGUA is one of GSG’s largest multi-county governmental clients.

David offers diverse expertise to his role for Government Services Group, Inc. During a career that has spanned more than 17 years, he has gained broad experience in audit, tax, and utility experience with a concentration in the water & wastewater industry within a multi-state environment in both the private sector and government sector. As

an Accounting professional with a blend of experience in public accounting and the manufacturing, health care, and utility industries, Mr. DiLena has been responsible for financial statement preparation and presentation, budget preparation, due diligence in utility acquisition, contract negotiation, and multiple bond issuances and refunding’s. Mr. DiLena has been a Chief Financial Officer and Partner within the water and wastewater industry for more than ten years.

- Managed annual budgets and rate hearings for FGUA’s \$80M operating and \$55M capital budgets.
- Completed the acquisition of the Aqua Florida Utility Systems, which increased customer connections by 32% and annual revenues from \$51M to \$80M.
- Completed the merger and acquisition of the Mad Hatter Utility Systems, which increased customer connections, financial strength, and system reliability within FGUA’s Consolidated Utility System.
- Negotiated cost-effective operations contracts for the largest vendor of the FGUA.
- Participated and conducted bond rating calls with Moody’s, Standard & Poor’s, and Fitch and successfully strengthened the credit ratings on various bond issuances and refunding.
- Successfully increased the FGUA from seven separate enterprise systems to 10 separate enterprise systems in three years.
- Managed annual financial reporting requirements with awards for excellence in financial reporting from the Government Finance Officers Association.

Sandi Walker, Assistant Director, and Senior Project Manager



Sandi Walker is the Assistant Director and a Senior Project Manager for the Government Services Division at Government Services Group, Inc. (GSG). With over 25 combined years of extensive experience and knowledge of local government, Ms. Walker's skillfulness is indispensable to GSG. As Assistant Director, she oversees and monitors the progress of all workflow and project scheduling between the consulting team and technical support. Ms. Walker also advises the consulting Team and Client regarding any schedule modifications, requests for additional data, and clarification on information that is used in the finalization of reports and other documents. Ms. Walker helps to

facilitate projects and provides quality control.

Ms. Walker has served as the project manager on over 75 service and capital assessment programs for governmental entities throughout Florida. Along with her vast knowledge of special assessments, Ms. Walker has over 17 years in the legal field with over nine years of experience as a paralegal to law firms representing various governmental entities. Ms. Walker has been designated by the Court as an "expert witness" in the development and implementation of government special assessment programs and other alternative revenue sources. She has testified as an expert witness and demonstrated knowledge of the special benefit and the fair and reasonable apportionment required to meet case law requirements for a valid special assessment program.

- Serves as liaison for internal departments for complete support, coordination of workflow and project scheduling. Involved in the development of over 75 special assessment programs, including fire services, stormwater services, street lighting services, neighborhood improvements, roadway improvements, water and wastewater services, and canal dredging projects.
- Develops training materials and conducts training sessions for special assessment customer service phone banks. Established a project tracking system for monitoring status and quality control. Created and maintains checklists to ensure all legal requirements are met, eliminating possible program risks.
- Litigation Accomplishments: M. David Moallem, et al. v. City of Palm Bay, et. al., Case No. 05-2017-CA-37868, consolidated with City of Palm Bay, Florida v. State of Florida, et al., Case No. 05-2017-CA-041041, in the 18th Judicial Circuit, Brevard County, Florida Testified for City of Palm Bay, Florida

Jeff Rackley, Senior Project Manager



Jeff Rackley is a Senior Project Manager in the Government Services Division at Government Services Group, Inc. (GSG). Mr. Rackley has over 15 years of experience working with state and local governments specializing in budgeting, finance, procurement, contract negotiations, contract management, and project management. Since joining GSG, his work has been focused on the city, county, and special district revenue enhancement projects. Mr. Rackley has worked on over 100 capital and service assessment programs for governmental entities throughout Florida. Before joining GSG, Mr. Rackley worked for the State of Florida's Department of Management

Services, a large agricultural company, and has also owned and operated a small business.

- Involved in over 100 local government non-ad valorem special assessment and revenue enhancement projects, including over 60 fire assessment projects.

- Responsible for the procurement, negotiations, and contract management of enterprise-wide hardware, software, and telecommunications contracts with an annual expenditure of over \$550 million and an estimated annual saving of approximately \$150 million.
- Awarded the Department of Management Services' Secretary RAVE Award and Davis Productivity Award for outstanding performance relating to the MyFloridaNet IP Core Routed Network procurement project.

Xavier Rodriguez, Database Analyst



Xavier Rodriguez is a Database Analyst in the Government Services Division at Government Services Group, Inc. (GSG). With over ten years' experience in intelligence analysis, Mr. Rodriguez understands geographical information systems (GIS) and solves a wide range of practical problems through location analytics. As a database analyst, he is responsible for ensuring the accurate development and maintenance of project data for GSG clients. Mr. Rodriguez defines and manages the database organization, standards, controls, and procedures. Before GSG, Mr. Rodriguez provided complex computer-programming support for full-scale fraud and abuse investigations.

- Obtain real property data maintained by County Property Appraisers. Collaborate with project managers on the development of complex rule sets through data analysis. Design, develop, and maintain web applications.
- Devise and create necessary visual maps and graphs, using GIS software, related applications, and map datasets. Diagnose data needs and provide ongoing technical support for project requirements and required outputs for client vendors.
- Assisted with an audit of Medicaid claims recovering millions worth of Medicaid overpayment.
- Accelerated management reviews by acquiring, storing, organizing, and delivering information.
- Designed and streamlined complex work processes causing 80% more efficiency.

Jay Moseley, Project Manager



James F. "Jay" Moseley is a Project Manager for the GSG. Mr. Moseley has over 20 years of experience in disaster recovery, housing rehabilitation, neighborhood stabilization, economic development, project administration, and managing various aspects of grants from pre-award to closeout. Mr. Moseley began his career as a consultant, involved in grant-related projects, government project administration, and managing multiple projects within relevant grant-related guidelines.

Mr. Moseley was also the project inspector for Universal Engineering Sciences, Inc. In that role, he was responsible for inspecting major projects such as schools, hotels, conference centers, hospitals, and bridges. He inspected and reported on all aspects of the construction process, including foundations, soils, concrete, structural steel, and roof systems. Along with inspections, his responsibilities included facilitation between the owners, engineers, and contractors. His experience includes:

- Managed Neighborhood Stabilization projects in Citrus and Alachua Counties.
- Managed Housing Rehabilitation projects in Alachua and Wakulla Counties

- Managed the DREF project in St. Lucie County.
- Manages Housing Rehabilitation projects in Jefferson, Taylor and Wakulla Counties
- Managed previous disaster projects after multiple hurricanes in 2004.
- Managed disaster recovery projects in Desoto County and Charlotte after Hurricane Charley.
- Provided construction management, inspection, and Davis- Bacon Compliance monitoring in Lake Butler for the City's Commercial Revitalization Community Development Block Grant (CDBG) project.
- Managed disaster recovery projects in Key West after Hurricane Wilma. Projects included single and multi-family projects.
- Managed multiple housing projects for Alachua County and Jefferson County, along with a disaster project in Jefferson County after Hurricane Fay.

PROPOSED SOLUTION/SERVICES

IN ITS TECHNICAL PROPOSAL, THE RESPONDENT SHOULD FULLY DESCRIBE ITS PROPOSAL FOR CARRYING OUT SERVICE CATEGORY 1 SERVICES, WHICH DEMONSTRATES THE RESPONDENT'S ABILITY TO PROVIDE THE SERVICES FOR WHICH RESPONDENT IS SUBMITTING A PROPOSAL, INCLUDING THE ABILITY TO PROVIDE THE SERVICES STATEWIDE AND TO OFFER DIVERSE KNOWLEDGE AND SKILLSETS. THE RESPONDENT MAY DEMONSTRATE ITS PROPOSAL FOR PROVIDING SERVICES BY PROVIDING RELEVANT INFORMATION FOR CONSIDERATION INCLUDING, BUT NOT LIMITED TO, DESCRIBING A GENERAL APPROACH TO HOW SERVICE CATEGORY 1 WILL BE PROVIDED, DESCRIBING STAFFING, AND/OR PROVIDING RESUMES.

We believe that the quality of our services separates us from our competitors. GSG has established rigorous standards against which performance is measured so that quality drives everything we do. We have proven organizational and functional processes to maintain the quality of our work and deliverables issued. In addition to our internal quality controls and processes, we recognize that the ultimate measure of any project's quality is to meet task requirements and to ensure that the client is satisfied. To that end, our quality control approach integrates quality throughout the project life cycle, in tandem with our project management methodology. Our methodology is based on aggressively planning, monitoring, assessing, and improving our performance to meet and exceed client expectations.

GSG's overall approach to project management and delivery of the requested services will be based on lessons learned from our prior experience providing these services for similar projects. The project approach for each Customer will be designed and structured based on GSG's experience and the necessary work effort that we believe needs to be performed to guarantee each Customer the greatest likelihood of success. GSG realizes that every project is an ever-changing entity, requiring a dynamic management approach. To address this, we monitor the project and adjust all aspects of the project delivery to address any issues and adjust our processes, to keep all projects moving forward without sacrificing success. We believe that several aspects of our overall approach to conducting this engagement will positively impact the project's successful outcome. Our team will produce results that are accurate and concrete, substantive, defensible, and can be implemented.

Project Management

One critical success factor in conducting a project of this nature in an efficient, timely, and effective manner is project management. Our project management approach ensures: (1) efficiencies can be achieved in the gathering and analysis of information; (2) disruption to the daily operations of the client can be minimized, and

(3) subsequent and concurrent tasks can build upon the results of earlier ones so that backtracking and redundant work effort is avoided.

Information Gathering

Equally important to the success of the project are the methods that we will use to collect, analyze, and present information to formulate findings and develop acceptance of recommendations. We leverage prior project results and experience to enhance and fine-tune our information gathering tools and techniques.

An Inclusive, Stakeholder-Oriented, Project Approach and Methodology

Employee involvement and close contact with the project manager are critical components of any project. As previously mentioned, GSG annually manages over 100 projects to fund essential services and capital projects for cities, counties, and special districts in Florida. The foundation for our project management approach is based on the principles outlined in the *Project Management Body of Knowledge (PMBOK®)* as published by the Project Management Institute, as illustrated below:



We individualize and manage each project’s scope, schedule, and budget. GSG will ensure scopes of work are as detailed as possible and discrete deliverables are included to monitor, evaluate, and report on the progress of deliverables, budgets, and schedules. GSG has provided a representative work plan and approach.

Initiating Phase

In the *Initiating Phase*, GSG and the Client will formally start the project. Depending on the nature of the project, requirement gathering, and analysis are performed in this phase. Depending on the level of complexity and size of the project, a *Project Charter* will be provided to the Client. GSG will conduct an initial “kick-off” meeting with the Customer to review the project objectives, work plan, schedule and deliverables and ensure mutual understanding on as many aspects of the project as possible before proceeding.

Phase Result or Deliverable: Based on the results of the initial kick-off meetings, GSG will issue or provide an amended data request list for the Client’s review. GSG will also identify the Client Stakeholders, develop an initial project schedule, and schedule meeting dates or onsite interviews and data collection.

Planning Phase

In the *Planning Phase*, a project management plan is completed and provided to the Client. Typical activities in this phase are: (1) Refinement of the proposed project tasks and confirmation of the schedule and milestones; (2) Scheduling meetings with Stakeholders and planning dates of important milestones; (3) Confirming the Client and Stakeholders preferred modes of communication, and; (4) Collaborative development of the Project Risk Register taking into consideration milestones, deadlines, and important deliveries.

Phase Result or Deliverable: Based on the results of these activities, GSG will prepare an issues list that will provide the basis for subsequent analytical steps. The project team will also finalize the project work plan, including the project deliverable schedule. Additionally, GSG will provide the Client with the Risk Register to mitigate risks throughout the project.

Project Execution Phase

During the *Project Execution Phase*, GSG will prepare and complete the project objective, adhering to the project plan previously discussed. The following tasks outline a sample project approach.

Task 1: Data Collection and Evaluation

Obtain and evaluate existing documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, multi-year budget requests, projected long-term capital needs, and other data as needed.

Task 2. Analysis of Current Operations or Existing Conditions

Develop an understanding of the operations, deployment, equipment, budget, the level of participation, training, workload, and other key descriptive elements of service(s) under review. We will collect financial and operational data from the Client as applicable.

Task 3: Review and Evaluate Outstanding Issues

Review and evaluate outstanding issues and assist the Client in identifying policy implications.

Task 4: Identify Full Costs of Service

As applicable, determine the full cost of services, using the Client's most current financial information, including direct and indirect costs. GSG will develop pro forma budgets and cost assumptions for providing fire rescue services, including the cost of staff, benefits, operations, supplies, and capital items.

Task 5: Create Preliminary Analysis

Analyze cost data, service level information, key performance indicators, and other operating measures. GSG will evaluate and, if appropriate, make recommendations, or request supplemental information.

Task 6: Identify Service Delivery Issues

Identify delivery issues that may affect the Client's ability to provide efficient or effective service delivery. GSG will provide the Client with alternatives for providing services, including organizational structure and compare the alternatives to the status quo service delivery and structure. Compare alternatives to the status quo.

Task 7. Identify Funding Alternatives for Providing Services

GSG will provide alternatives for funding fire rescue services for the various scenarios and costs of service developed in the prior Tasks. GSG will review current budget information, summarize current funding, and

analyze options available to the Client. GSG will compare the major revenue sources to revenue collections and provide an estimated impact of recommended alternatives to budgetary requirements

Task 8: Calculate Proforma Cost-Revenue Information

As applicable, calculate the cost -revenue requirements for the delivery of services currently being provided and provide a cost estimate or impacts for operational requirements at different scenarios. GSG will provide alternatives for funding services for the various scenarios and costs of service developed in the prior Tasks. GSG will review current budget information, summarize current funding, and analyze options available to the Client. GSG will compare the major revenue sources to revenue collections and provide an estimated impact analysis.

Task 9: Prepare and Present the Draft Report

Prepare and present a draft report for consideration by the Client. Present the initial findings and recommendations to the Stakeholders. GSG will review results and discuss the tentative findings with the Client. Following this, GSG will prepare revisions to the tentative analysis as needed. As needed, GSG will conduct community outreach or educational campaigns, attend public workshops, or meet with stakeholders.

Task 10: Prepare and Present the Final Report

After providing the Client with a draft report, GSG will meet and discuss the draft report with the Client and will update the Report based on Stakeholder feedback. GSG will participate in discussions with Stakeholders to prepare for a formal presentation of the project findings. GSG will present the final report to the Client’s management or leadership team.

Phase Result or Deliverable: Preliminary analysis, draft finding or recommendations, draft report, final report, presentation of final Report.

Representative Work Plan by Service Area

Work Plan by Service	
Consulting on Management Strategy Task 1: Data Collection and Evaluation Task 2: Analysis of Current Operations or Existing Conditions Task 3: Review and Evaluate Outstanding Issues Task 4: Create Preliminary Analysis Task 5: Identify Service Delivery Issues Task 6: Prepare and Present the Draft Report Task 7: Prepare and Present the Final Report	Project Management Task 1: Define the Project Deliverables: This can be some sort of document or report, software, product, model, or all the above. Task 2: Analysis of Current Operations or Existing Conditions Task 3: Amend, Revise or Update the Project Timeline: e Task 4: Develop Milestones: Due to the Project’s duration and complexity, milestones are identified on the timeline and organized into manageable parts called tasks. Task 5: Issue Project Management Reports. GSG will provide documents like the Project Charter, Risk Register, Communications Plan, and frequent Status Reports. Task 6: Conduct Regularly Scheduled Status Report Meetings. Task 7: Prepare and Present the Final Report

Work Plan by Service

Program Research, Planning, and Evaluations

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues, Client Documents, Program Requirements, Regulatory Guidance, Administrative Requirements, or Statutory Requirements

Task 4: Identify Cost-Revenue Requirements

Task 5: Create Preliminary Analysis and Identify Service Delivery Issues

Task 6: Develop Client focused Roadmap, Strategic Guidance Document or Requirements Documents for Potential Options or

Task 7: Prepare and Present the Draft Report

Task 8: Prepare and Present the Final Report

Provision of Studies, Analyses, Scenarios, and Reports relating to a Customer's Mission-Oriented Business Programs or Initiatives.

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis

Task 6: Identify Service Delivery Issues

Task 7: Identify Funding Alternatives for Providing Services

Task 8: Calculate Proforma Cost-Revenue Information

Task 9: Prepare and Present the Draft Report

Task 10: Prepare and Present the Final Report

Executive Management Coaching Services

Facilitate the development of an organizational strategic plan utilizing representatives of various levels within the organization. The process typically involves a two to three-day strategic planning session scheduled for consecutive days. Sessions may include the full group and breakout sessions to validate the organization's:

- Vision, Mission, and Values
- Conduct SWOT Analysis (Strengths, Weaknesses, Opportunities, Strengths)
- Confirm Session Goals and Objectives
- Define Key Performance Measurements
- Establish Short, Mid and Long-term Objectives
- Create a measurable and obtainable action plan
- Develop Implementation Road Map
- Create Implementation Teams
- Create Steering Committee to Monitor Progress and rectify challenges that may emerge

Consulting on Management Strategy

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Create Preliminary Analysis

Task 5: Identify Service Delivery Issues

Task 6: Prepare and Present the Draft Report

Task 7: Prepare and Present the Final Report

Assistance with Policy and Regulation Development

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues, Client Documents, Program Requirements, Regulatory Guidance, Administrative Requirements, or Statutory Requirements

Task 4: Identify Cost-Revenue Requirements of the Program, Service, or Need. Create Preliminary Analysis

Task 5: Identify Service Delivery Issues, Regulatory or Program Requirements, or Challenges to Implementation

Task 6: Identify Funding Alternatives for Services

Assistance with Process and Productivity Improvement

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis

Task 6: Identify Service Delivery Issues

Task 7: Identify Funding Alternatives for Providing Services

Task 8: Calculate Proforma Cost-Revenue Information

Work Plan by Service

Task 7: Develop Client focused Roadmap, Strategic Guidance Document or Requirements Documents for Potential Options or

Task 8: Prepare and Present the Draft Report. Issue and Present the Final Report

Task 9: Prepare and Present the Draft Report

Task 10: Prepare and Present the Final Report

Expert Witness Services in Support of Litigation, Claims, or other Formal Cases relating to Management Consulting.

Task 1: Provide services as an independent professional for technical assistance and expert witness assistance.

Task 2: Work with Counsel to Prepare for Internal Meetings, Depositions, Preparatory Sessions, or Hearings.

Task 3: Prepare Graphic Designs and Exhibits as necessary.

Task 4: Provide Expert Witness Testimony at Depositions, Arbitration, Mediation or Courtroom settings.

Advisory and Assistance Services relating to a Customer's Mission-Oriented Business Programs or Initiatives

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis, Identify Service Delivery Issues, Identify Funding Alternatives for Providing Services.

Task 6: Calculate Proforma Cost-Revenue Information

Task 7: Present the Draft Report. Issue the Final Report.

Systems Alignment and Consolidation

Task 1: Data Collection and Evaluation

Task 2: Analysis of Current Operations or Existing Conditions

Task 3: Review and Evaluate Outstanding Issues

Task 4: Identify Full Costs of Service

Task 5: Create Preliminary Analysis

Task 6: Identify Service Delivery Issues

Task 7: Identify Funding Alternatives for Providing Services

Task 8: Calculate Proforma Cost-Revenue Information

Task 9: Prepare and Present the Draft Report

Task 10: Prepare and Present the Final Report

Comprehensive Grants Management Services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal Grant Programs

Based on our experience with Stafford Disaster Relief and Emergency Assistance Act in the State of Florida, we would perform the following tasks.

Task 1: Data Collection and Evaluation. Starting with the Pre-Obligation Process, which occurs before any funds are obligated by the State.

- a) Review the application to determine the project's eligibility.
- b) Perform a validation of costs to obligate eligible funds.
- c) Prepare a report to communicate to the State that the documentation supports claimed costs.

Task 2. Once the project is Obligated, initiate the Request for Reimbursement (RFR) Process.

- a) Validate costs associated with Force Account Labor, Force Account Materials, Force Account Equipment, Rental Equipment, Contracts and Direct Administrative Costs.
- b) Maintain correspondence and work with the applicant to obtain missing documents.
- c) Identify any over-runs or under-runs that must be approved by the applicant and State.

Task 3. Grant Closeout. The Closeout Process ensures that all costs are accurate and indicates to the State that the funds may be paid to the applicant. RFR reports are reviewed for quality assurance purposes prior to being issued to the Client.

Project Monitoring and Control Phase

During the *Project Monitoring and Control Phase*, GSG will provide frequent project status reports, both written and verbal, to communicate the project performance and progression following the approved project plan. GSG's project manager will work with the Client to verify changes or amendments to the scope of services. GSG will monitor the project's key performance indicators to confirm the project is delivered within the approved project budget and timeframe. GSG will leverage our project tools to: (1) Address issues collaboratively with the Client and in real-time to minimize delays, (2) Work with project stakeholders to model successful problem resolution strategies based on prior experience and lessons learned, and, (3) Provide formal or informal training to Client staff when necessary to ensure understanding of project components or recommendations.

We find that a detailed schedule that includes key tasks or deliverables with discrete dates and responsible parties is a valuable tool. Communication is an important key to successful project management, and GSG is accustomed to developing formal and informal communication processes and plans to ensure all stakeholders are engaged and aware. Project status reports will be prepared on a scheduled or ad hoc basis as determined by the scope of work. Meetings and conference calls will be documented with minutes and disseminated to all attendees with key decisions, or key inflection areas pointed out. We will also keep a weekly needs list or action items to ensure all items are addressed. Once any preliminary review has been completed

Phase Result or Deliverable: Project status reports, risk register updates, or other project management reports as needed.

Project Closure Phase

In the *Project Closure Phase*, the project is completed and formally closed. This phase includes a series of important tasks, such as delivering the final Report or making the final presentation of the project findings. During this phase, GSG confirms our Client's satisfaction with the project deliverables and acceptance of the Final Report. GSG's commitment to quality and developing a long-term relationship with our clients is a cornerstone of our project management philosophy. We work to exceed your expectations and confirm that the final project deliverables are completed correctly and completely. We believe the *Project Closeout Phase* should be a positive experience for our Client and GSG. We believe this final step is an opportunity to improve client satisfaction and the successful implementation of the project results.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Government Services Group, Inc. has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

*** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY ***

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Government Services Group, Inc.		
FEIN:	59-3419105	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.WeServeGovernments.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	David G. Jahosky			
Email:	djahosky@govserv.com			
Phone:	850-681-3717	ext.		
Address:	1500 Mahan Drive, Suite 250			
City:	Tallahassee			
State:	FL			
ZIP:	32308	+4:		

Contract Administrator

Contact for escalated customer needs.

Name:	David G. Jahosky			
Email:	djahosky@govserv.com			
Phone:	850-681-3717	ext.		
Address:	1500 Mahan Drive, Suite 250			
City:	Tallahassee			
State:	FL			
ZIP:	32308	+4:		

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

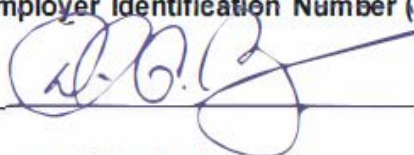
Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: GOVERNMENT SERVICES GROUP, INC.

Respondent Federal Employer Identification Number (FEIN #): 59-3419105

Authorized Signature:



Print Name: David G. Jahosky

Title: Managing Director

Date: 4 MAY 2020

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.



Proposal to Serve the City of Deerfield Beach, Florida

Assistance with the American Rescue Plan Act

March 25, 2021

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963



GOVERNMENT SERVICES GROUP, INC.

WeServeGovernments.com

Via Electronic Transmission

March 25, 2021

Ms. Stephanie Tinsley
Chief Financial Officer
City of Deerfield Beach
150 N.E. 2nd Ave.
Deerfield Beach, FL 33441

Re: American Rescue Plan Act ("ARP") Assistance

Dear Ms. Tinsley,

Per our discussion, I have attached our proposal to assist the City of Deerfield Beach (the "City") in providing ARP Assistance Services. Government Services Group ("GSG") is proposing to assist the City using the Florida State Term Contract 80101500-20-1 for Management Consulting Services. The State Term Contract allows governments to retain GSG to provide comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs. The Florida State Term Contract 80101500-20-1 is incorporated herein by reference and maintained in the Contract Manager's file.

We have provided a work plan, tailored to the City's needs. Please review the attached scopes of services. Upon review and satisfactory determination, please incorporate the attached scope of services and fee schedule into the City's preferred contract format. Based on the potential project duration and unknowns at this time, GSG has proposed a two-phased approach with fees provided for only Phase One at this time. At the conclusion of Phase One, GSG will provide the City with a fee proposal based on the City's approved ARP Plan. Execution of the contract that includes the attached scope of services and fee schedule will serve as proper notice to proceed. Upon execution, please provide us with a signed copy of the agreement for our files.

We are very excited about the opportunity to work with the City on this important initiative. Should you have any questions or concerns, please do not hesitate to contact me at (850) 681-3717 or djahosky@govserv.com.

Sincerely,



David G. Jahosky
Vice President

**Corporate
Headquarters**

1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308
T 850-681-3717 | F 850-224-7206
Toll-Free 866-896-4747

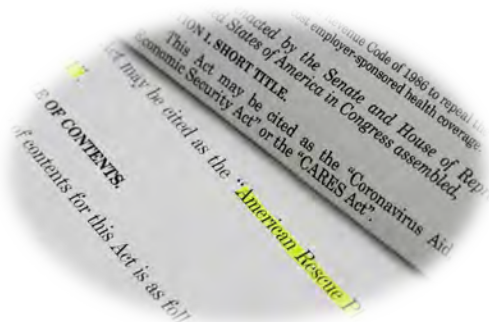
**Longwood
Office**

280 Wekiva Springs Road
Protegrity Plaza, Suite 2070
Longwood, Florida 32779
T 407-629-6900 | F 407-629-6963

American Rescue Plan Act

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan ("ARP") is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Biden on March 11, 2021. The timing of guidance is predicated on the Act itself that stipulates the U.S. Treasury will disburse payments in two (2)

installments, or "tranches," with the first distribution no later than 60 days from the date of the enactment (May 10, 2021), and the second distribution no earlier than twelve months after the first payment. Below are a couple of main points from the American Rescue Plan:



1. Payment of Funds: Cities with populations over 50,000 ("metropolitan cities") and all counties that are units of general local government (which includes political subdivisions) shall receive direct payments from Treasury. Smaller cities ("non-entitlement units of local government") with populations under 50,000 shall receive the State's allocations. There will be two payments made as follows:

- First payment within sixty (60) days of enactment of the Act for fifty (50) percent of an entity's allocation, and
- Second payment no earlier than twelve (12) months after the date on which the first amount is paid for up to the remaining fifty (50) percent of an entity's allocation.



2. Use of Funds: There are three general uses of the funds under the Act:

- To respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- For the provision of government services to the extent of the reduction in revenue of such metropolitan City, non-entitlement unit of local government, or county due to such emergency; or
- To make necessary investments in water, sewer, or broadband infrastructure.

Critical Success Factors

Keys to Local Government Success

MAXIMIZE FUNDING ALLOCATION

By conducting an initial needs assessment, the local government can develop an implementation plan, identify strategies, priorities, and a program timeline.



MINIMIZE CLAW-BACK RISK

Minimize challenges by proactively identifying risks, eliminating duplication of benefit, and ongoing monitoring of program requirements.

PRESERVE PAYMENT ACCURACY

On-going and accurate supporting documentation for payments. Maintain fiduciary responsibility and due diligence. Disburse payments to those in need as soon as possible, without sacrificing transparency and accountability.



CONTINUOUS MONITORING & COMMUNICATION

Ongoing review of ARP-related transactions and supporting documentation. Active communication with internal departments, subrecipients, and stakeholders.

GSG recently assisted six Florida counties maximize over \$75 million in CARES Act funds. GSG provided a range of services from turnkey operations including:

- ✓ Eligibility determination,
- ✓ Development of application and program requirements,
- ✓ Small business and non-profit assistance,
- ✓ Individual assistance,
- ✓ Grants management, and
- ✓ Monitoring, reporting, and compliance services.

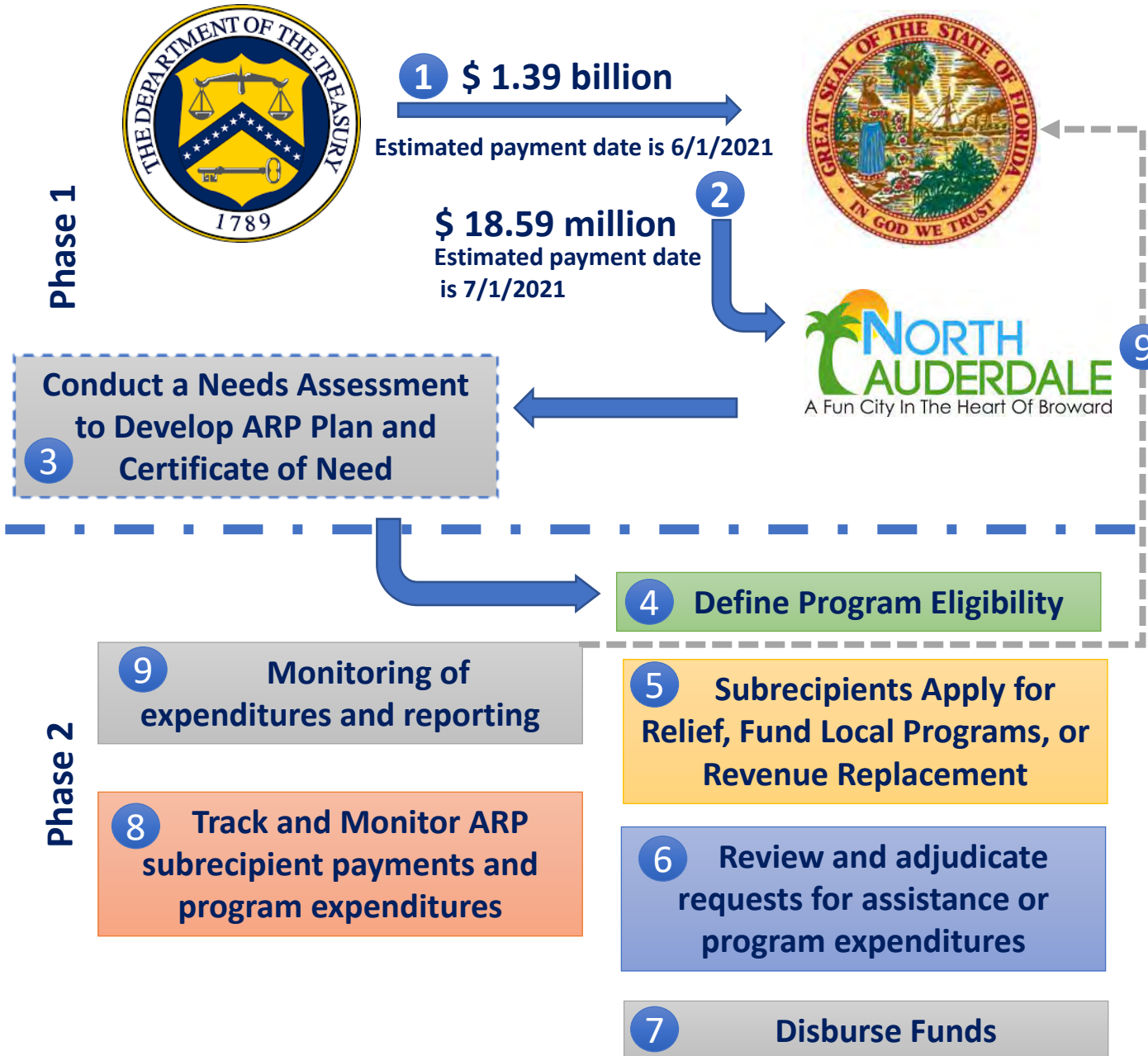
We believe the lessons we learned over the past year better positions GSG to bring value to our clients. Based on our prior experiences, we think there are four (4) critical factors to success. These are:

- ✓ Maximize the ARP Funding Allocation,
- ✓ Minimize the risk of the cognizant agency's claw back of funds,
- ✓ Preserve the accuracy of payments to subrecipients, including small businesses, non-profits, individuals, as well as confirming the eligibility of internal agency expenditures, and
- ✓ Provide continuous monitoring and open communication with Stakeholders.

The American Rescue Plan Act of 2021, also called the American Rescue Plan, is a \$1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021.

Anticipated ARP Disbursement Process

The chart below illustrates the anticipated flow of funds from the US Treasury to the local government.



Project Management Approach



GSG's project management approach is based on successfully delivering services to 100 cities, 60 counties, and numerous special districts or state agencies in the State of Florida. We have leveraged our prior CARES Act experience and the lessons learned. Our goal is to exceed your expectations. We believe in doing the job right the first time.

As part of this engagement, GSG may utilize temporary positions on both a full-time and part-time basis. Where practical, we utilize local resources to assist in the delivery of our proposed ARP services. GSG successfully utilized local resources as part of our CARES Act delivery team.

As illustrated in the adjacent chart, GSG's approach is delineated in two Phases as follows:

Phase One

1. Initiation
2. Needs Assessment

Phase Two

3. Review Process
4. Disbursement of Funds
5. Reporting
6. Monitor Activities

Deliverables

At the conclusion of Phase One, GSG will provide the City with the results of its needs assessment in the form of an ARP Plan. The Plan will include the following categorical elements and a high-level analysis:

- ✓ Financial Estimates by Tranche
 - Public health emergency with respect to COVID-19 or its negative economic impacts,
 - Lost Revenue due to such emergency; and
 - Investments in water, sewer, or broadband infrastructure.
- ✓ Strategic Road Map
 - Priority listing in implementing the City's Plan,
 - Timeline for completion;
 - Project management services, monitoring plan and ongoing communications plan; and
 - Estimate of fees and resources required to implement the Plan.

Fees, Billing and Schedule

The pricing for Phase One will not exceed \$49,000. The fee is estimated on a blended rate of \$175/hour for 280 hours. We estimate Phase One will take 60 days to compete from project initiation. GSG is ready to commence within 10 days of a notice to proceed. An estimate for Phase Two will be provided at the conclusion of Phase One.

GSG will invoice monthly for actual hours and expenses incurred in the prior month. Our fees are based on our State Term Contract Rates as noted below:

Position Title	State Contract Hourly Rate
Principal	\$250
Senior Consultant	\$185
Consultant	\$150
Junior Consultant	\$115

Contract Details can be found through the link below:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/management_consulting_services2



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-622

Agenda Date: 5/4/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the design for an Arboretum Wall Mural; providing for conflicts and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

A proposed Mural design was presented to City Commission on July 7, 2020. City Commission requested staff work further on the presentation of the mural.

Current Activity

The Deerfield Beach Friends of the Arboretum is proposing to have a mural painted on the wall that borders the south side of the Arboretum, facing Hillsboro Blvd, just east of Mattress Barn, at Constitution Park.

The Friends of the Arboretum are working with local artist, Gabriela Gamperl, the same artist who assisted with the mural created inside of the Teen Center, for the design and production of the piece. All supplies will be purchased by the Friends of the Arboretum. Accordingly, there will be no costs to the City for the project.

The mural is to be a "paint by numbers" concept, with children volunteers painting the mural. The City will provide support for the project by organizing and monitoring the children that will participate in the painting of the mural.

Once the mural is complete, thorny plants will be installed in front of the mural, no more than 18" tall at their tallest, in order to deter any vandalism from occurring to the mural.

Recommendation

Staff recommends approval of the mural as presented in the attachment.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DESIGN FOR AN ARBORETUM WALL MURAL; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE

WHEREAS, the Deerfield Beach Friends of the Arboretum (the “Friends”) has proposed to have a mural painted on the wall that borders the south side of the Arboretum, facing Hillsboro Boulevard at Constitution Park; and

WHEREAS, at the request of the Friends, local artist Gabriela Gamperi has provided a design of the mural, attached as Exhibit “A”; and

WHEREAS, the supplies will be purchased by the Friends.

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 of the design for the Arboretum Wall Mural, attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

Mural for the Deerfield Beach Arboretum



Mural for the Deerfield Beach Arboretum



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-626

Agenda Date: 5/4/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amended Building Permit Fee Schedule attached as Exhibit "A"; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

City Staff is proposing to amend the building permit fee schedule.

The fee schedule changes are for two separate reasons:

The first reason is a recent change to the building permit software. The new permitting software allows for applicants to submit their plans electronically to the building department. This will expedite plan review and increase transparency in the plan review process. Because of this change, the fee schedule needs to be amended to charge applicants who would prefer to bring physical sets of plans to City Hall for staff to scan into an electronic format. The proposed charges for copying plans to an electronic format would be \$.15 cents for each standard page that is 8 ½ inches x 11 inches and \$1.00 for each page larger than that. These fees will offset the cost of scanners that the City has acquired to complete this process. The second change is to move the fee charged by the Zoning department for sign review in the Building Fee schedule. Currently, the Zoning Department charges \$35 for the review of a building sign. Placing this fee in the Building Fee schedule, not only provides for additional transparency for the applicant, but also expedites the billing process.

The second reason is to propose an incentive to residential homes that are seeking to harden their property through wind mitigation initiatives such as roof replacement, impact windows doors and garages, and accordion shutters. These improvements will improve the readiness of the home in the event of a hurricane or other natural disaster. The City would like to encourage homeowners to make the necessary improvements to their properties and does not want the cost of a building permit to act as a deterrent for such a improvement. The proposed change is to charge 1.5% of construction cost with a minimum charge of \$75.

Recommendation

Approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE
AMENDED BUILDING PERMIT FEE SCHEDULE
ATTACHED AS EXHIBIT “A”; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, Section 98-113(f) of the City Land Development Code provides that building permit fees shall be established by the resolution of the City Commission; and

WHEREAS, staff has evaluated the existing building fee schedule (the “Existing Fee Schedule”) in order to recommend appropriate revisions for the City Commission to review and approve; and

WHEREAS, the Building Department (the “Department”) has obtained new building permit software that allows applicants to submit their plans electronically to the Department; and

WHEREAS, the Department desires to amend the Existing Fee Schedule to charge applicants for the scanning of plans that are physically provided to the City for staff to scan into an electronic format; and

WHEREAS, the proposed charges for copying plans into electronic format would be \$.15 for each standard 8 ½ inch x 11 inch page, and \$1.00 for each page larger than the standard size (the “Copy Fee”); and

WHEREAS, the Department also wishes to include in the fee schedule the \$35 fee charged by the Zoning Department for sign review (the “Sign Review Fee”); and

WHEREAS, the City desires to provide an incentive to residential homeowners seeking to harden their property through wind mitigation initiatives, such as roof replacement, impact windows and doors, accordion shutters, and other means to improve the readiness of their homes in the event of a hurricane or other disaster; and

WHEREAS, in furtherance of the City-wide effort to increase resiliency, the City wishes to encourage homeowners to make necessary improvements to their properties and does not want the cost of a building permit to act as a deterrent for such improvements; and

WHEREAS, the Department is proposing to charge 1.5% of the project cost, with a minimum charge of \$75 per opening for windows and doors and a minimum charge of \$225 for roof/re-roof permits (the “Resiliency Incentive”); and

WHEREAS, the amended fee schedule, attached as Exhibit “A” (the “Amended Fee Schedule”), includes the Copy Fee, Sign Review Fee, and Resiliency Incentive; and

WHEREAS, city staff recommends that the City Commission approve the Amended Fee Schedule, attached as Exhibit “A,”; and

WHEREAS, the City Commission deems it to be in the best interests of the City to adopt the Amended Fee Schedule, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby adopts the Amended Fee Schedule, attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach - Building Fee Schedule

Building Permit Fee Schedule

For this section, the following determinations shall be in place:

Residential shall mean Single Family, Duplex and/or Townhouse building types

Non-Residential shall mean Multi-Family, Commercial and/or Industrial building types

An application fee is due at the time of submittal, and will be the minimum fee prescribed herein. The application fee will be applied against the final permit cost. If the permit estimate is less than 15% of the permit fee, the applicant shall pay the estimate in full.

Permit Fees:

Construction costs up to \$3,000 (Per structure per trade)	\$75.00
Construction costs greater than \$3,000 and up to \$2,000,000	2.5%
Construction costs greater than \$2,000,000 and up to \$5,000,000	2%
Construction costs greater than \$5,000,000.00	1.5%

Other Permit Fees:

A/C Change Out Residential	\$75.00
Water Heater Change Out Residential	\$75.00

Miscellaneous Fees:

Certificate of Occupancy/Completion Fee Residential	\$75.00
Certificate of Occupancy/Completion Fee Non-Residential	\$125.00
Re-Inspection Fee	\$75.00
Change of Contractor Fee	\$75.00
Permit Card Replacement	\$50.00
<u>Zoning Review for Sign Permits</u>	<u>\$35.00</u>

Revision after issuance	\$75.00 Minimum + \$75.00 per hour
Expired Permit Renewal Fee	50% of the original permit fee
Overtime Inspections	3 Hour Minimum/\$55.00 per Hour
Overtime Plan Review	3 Hour Minimum/\$65.00 per Hour



Work Without a Permit	FBC 109 BCAP Double the Permit Fee
3rd and Subsequent Plan Review Fee	\$75.00 minimum per discipline
Architectural Review	\$140.00 minimum per trade for 1 st hour (Total \$560.00) \$70.00 per hour per trade after 1 st hour
<u>Single Family Residential High Velocity Installations for Windows Doors and Roofs</u>	<u>1.5% of construction cost with a minimum of \$75.00</u>
<u>Document Scanning</u>	<u>\$0.15 for each 8 ½ by 11, \$1.00 for each page larger than 8 ½ by 11</u>

Required State and County Fees:

Broward County Board of Rules and Appeals Fee (BRA) –
\$0.52 per each \$1,000.00 or any fraction of the Total Cost of Construction

Florida DBPR/Home Recovery Fund F.S.553 –
Minimum \$2.00 per Permit, 1.5% of the Permit Fee

Building Code Administrators and Inspectors Fund F.S. 468 -
Minimum \$2.00 per Permit, 1.0% of the Permit Fee

The Building Permit Fee shall be based upon the cost of construction as attested to by the applicant on the submitted permit application. The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building Official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of work covered by the permit, he/ she can use any of the following to calculate the fee:

Copy of a signed contract for work to be completed under requested permit.

Apply the values in the most current edition of the RS Means Construction Valuation system. The greatest of the methods of the applicant's statement of value, or (1.) or (2.) above shall be used in calculating the permit fee.

Reference: The initial permit fee shall be based on the total cost of construction. All additional sub permit fees shall be based on the job value for the work covered by that particular permit.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-521

Agenda Date: 5/4/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING ARTICLE IV, "PROCUREMENT CODE" AND ARTICLE V "PROCEDURES FOR SALE OR LEASE OF CITY-OWNED PROPERTY" OF CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE, AND ENACTING A NEW ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 18, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's Procurement Code (the "Code") is being restructured and revised to provide efficiency, enhance organization and readability, and further define the requirements contained in the Code. The Code revisions are a comprehensive rewrite completed in conjunction with the support of the City Attorney's Office. Some of the Code updates are based on changes in state law.

Current Activity

Currently, Chapter 38 "Finance and Taxation" contains Article IV "Procurement Code" and Article V "Procedures for Sale or Lease of City-Owned Property." The proposed ordinance creates a new Article IV newly titled "Acquisition of Goods and Services and Disposal of City-Owned Property," which includes concepts and provisions from the existing Article IV and V Code provisions. Below is an outline of some of the more substantive changes that have been made.

Expanded the definition section to include additional key terms within the Code such as: *Cooperative, Fiscal Year, Kickback, Person, Piggyback, Purchasing and Contracts Administration Division, Suspension, Debarment* and *Job Order Contract*.

Currently, purchases for \$10,000 to less than \$30,000 are administered by Purchasing. The proposed Ordinance permits the department making the acquisition to administer written quotes for purchases for \$10,000 to less than \$20,000.

Added job order contracting as a direct budgeted acquisition.

Direct budgeted acquisitions must be supported by a line item in the adopted budget.

Clarified that the Commission approval threshold for acquisitions over \$30,000 is per initial contract term.

Added threshold for multiple acquisitions from same Person - \$30,000 per fiscal year. Commission approval is required to exceed this threshold.

Added requirement that the City use best efforts to provide small, minority, and women-owned businesses with an equitable opportunity to participate in City procurements, and requires the City to obtain at least one quotation, to the extent practicable, from a small, minority, or women-owned business for acquisitions of less than \$10,000.

Revised the protest fee and protest procedures to now include a protest committee assigned by the City Manager to review protests and make recommendations. Appeals of the protest committee's recommendation will be heard by the City Commission.

Added provisions regarding the form of contract to be used for certain purchases (ex. Formal Contract vs. purchase order).

Added debarment/suspension procedures for City contracts, with the Purchasing Agent making a recommendation to the City Manager and appeals of the City Manager going to the City Commission.

Added a section to address and provide conditions for disposal of non-real property.

Added section regarding contractor verification of employment status of its employees through the use of E-Verify in accordance with Section 448.095, Florida Statutes.

Added a Section addressing the procurement of services for beach nourishment projects that is consistent with the City's Settlement Agreement with Hillsboro Beach.

Recommendation

Both City staff and the City Attorney Office have thoroughly examined the proposed restructuring of the Procurement Code over the past year. The revisions are comprehensive and aim to increase efficiency in the related programs. The Code provides both staff and the City Commission with a robust and consistent yet flexible policy for procurement operations conducted within the City that adheres to law and industry best practices. ; therefore, I seek Commission approval on the proposed changes.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, REPEALING ARTICLE IV, "PROCUREMENT CODE" AND ARTICLE V "PROCEDURES FOR SALE OR LEASE OF CITY-OWNED PROPERTY" OF CHAPTER 38 "FINANCE AND TAXATION" OF THE CITY CODE, AND ENACTING A NEW ARTICLE IV, "ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY"; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City Commission has determined it is in the best interests of its residents to repeal the current purchasing ordinance and enact a new purchasing ordinance.

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

Section 1. The above WHEREAS clauses are true and correct and are incorporated herein.

Section 2. Article IV "Procurement Code" and Article V "Procedures for Sale or Lease of City-Owned Property" of Chapter 38 "Finance and Taxation," of the City Code of Ordinances, attached as Exhibit "A," are hereby repealed.

Section 3. A new Article IV, "Acquisition of Goods and Services and Disposal of City Property" of Chapter 38 of the City Code is hereby enacted to read as follows:

Chapter 38 - FINANCE AND TAXATION

ARTICLE IV. ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF CITY PROPERTY

Sec. 38 -115. - Applicability; Definitions.

(1) *Applicability.* This Article applies to the acquisitions of real and non-real property, goods and services and disposal of real and non-real property by the City after May 18, 2021, as provided for in this Article. Any actions taken or contracts entered into contrary to the provisions of this Article may, in the City's sole discretion, be declared null and void.

(2) *Definitions.* For the purpose of this Article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Award means the acceptance of a bid, offer, or proposal by the proper governmental authority.

Certified minority business enterprise (“CBE”) shall have the same meaning as in Section 288.703, Florida Statutes, which means a business that has been certified by the certifying organization or jurisdiction in accordance with Florida Statute 287.0943(1) and (2). The City shall rely upon the Florida Department of Management Services, Office of Supplier Diversity issued certifications in determining any CBE preference established by Section 38-130, Disadvantaged business enterprise program.

City shall mean the City of Deerfield Beach.

City property shall mean buildings or structures owned by the City. It shall also mean sidewalks and streets and other infrastructure under the jurisdiction of the City.

Change Order. A written modification to a contract or purchase order, which amends one or more of the following: the scope of work, contract cost, contract time, or the contract quantity(ies).

Cone of silence means a period of time during which there is a prohibition on communication regarding a particular Sealed Competitive Method as further set forth in section 38-127 of this Code.

Consultants' Competitive Negotiations Act or (“CCNA”) is the common name for Section 287.055, Florida Statutes, as may be amended, concerning the procurement of architectural, professional engineering, landscape architecture, and registered land surveying and mapping services, as defined by state law.

Contract means all types of binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.

Contractor means any person or entity currently under contract with the City.

Criminal background checks shall be through a certified response from the Florida Department of Law Enforcement Computerized Criminal History (“CCH”) data base or as otherwise required by state law or City ordinance or independently by the City at the City's discretion at any time during the pendency of the work.

Debarment means action taken by the City to exclude a vendor from City contracts and subcontracts for a reasonable period as specified in this Procurement Code.

Design-build means a single contract with a design/build firm for the design and construction of a city construction project in accordance with Section 287.055, Florida Statutes.

Design criteria package means concise, performance-oriented drawings or specifications of the project that include performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design

criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

Electronic means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Electronic signature means a manual or electronic identifier or the electronic result of an authentication technique attached to, or logically associated with, a record that is intended by the person using it to have the same full force and effect as manual signature.

Emergency means an unplanned or unexpected event that requires immediate action in order to prevent or remedy a service outage or to prevent or remedy a situation that presents an immediate danger to human life, health, or safety or a significant loss or damage to property, and where failure to take immediate action would enhance the risk of loss or prolong the delay in restoring service to residents. Routine repairs and planned refurbishment do not constitute Emergencies.

Evaluation committee means a group of persons appointed as provided in this Article to recommend a vendor or vendors to provide goods or services, or both, for a particular project by ranking them in preferential order or by some other method.

Fiscal Year means the period of time beginning on October 1 of any year and ending September 30 of the following year.

Invitation to bid ("ITB") means all documents, whether attached or incorporated by reference, utilized for soliciting formal bids.

Invitation to negotiate ("ITN") means a Sealed Competitive Method intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best outcome for the City. Evaluation of the responses is based on prior established criteria, which may include, but may or may not be totally limited to price.

Job order contract means a firm, fixed price, competitively bid, indefinite quantity type of contract designed to accomplish small to medium multi-traded maintenance, repair, and minor construction projects.

Kickback means any payment, gratuity, or offer of employment made by or on behalf of a vendor to a City Commissioner or City employee as an inducement for the award of a purchase or contract to vendor.

Local business means a business which, at least one year prior to the release date of the initial solicitation, has a valid local business tax receipt issued by the City to do business in the City and a physical business address located within the limits of the City from which

its business is conducted. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

Minor irregularity means a variation from the Sealed Competitive Method, which does not affect the proposed price or give the offeror an advantage or benefit not enjoyed by other offerors, or does not adversely affect the fundamental fairness of the Sealed Competitive Method.

Moral turpitude means a crime which is inherently moral or dishonest including but not limited to, fraud, extortion, blackmail, or crimes against minors.

Offeror means a bidder, proposer, vendor, or other person or entity who submits a response to a Sealed Competitive Method or Written Quotations Method.

Person means any natural person or entity including, but not limited to, a corporation, a partnership, a sole proprietorship, an estate, a trust, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

Procurement card ("P-Card") means a credit card officially assigned to specific employees under the purview of the Purchasing Agent for the purpose of transacting small and/or strategic purchases for goods, services, or approved travel related expenses.

Purchase means the acquisition of goods or services including construction.

Purchasing and Contracts Administration Division means the City's centralized procurement authority for the procurement of goods and services for the City.

Purchase order means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor.

Request for information ("RFI") means a non-binding method whereby input from interested parties for an upcoming solicitation is solicited to obtain comments, feedback, or reactions from potential suppliers prior to the issuing of a solicitation. Generally, price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc. in order to assist in the finalization of technical specifications, design specifications, or statements of work.

Request for proposals ("RFP") means an evaluation based Sealed Competitive Method used to solicit proposals from prospective offerors for goods or services. An RFP is characterized by description of the desired results (scope of work) and the evaluation of proposals based on a predetermined set of evaluation criteria including price; however,

price need not be the primary factor. RFPs provide for the negotiation of all terms, including price, prior to contract award and may include a provision for the negotiation of best and final offers from all proposers. RFP's may be a single step or multi-step process.

Request for qualifications ("RFQ") means a Sealed Competitive Method for selecting a pool of pre-qualified vendors whereby all vendors are invited to submit statements of qualifications and state their interest in performing a specific job or service. From these statements of qualifications, the City evaluates based on a set of predetermined criteria and determines which vendors shall be selected and pre-qualified for a subsequent invitation to bid or formal quote process.

Response means a bid, proposal, statement of qualification or other type of response submitted by an offeror in response to a Sealed Competitive Method or Written Quotations Method issued by the City.

Responsible bidder or proposer means an offeror who demonstrates the capability in all respects to perform fully the requirements set forth in the competitive solicitation, and the integrity and reliability which will assure good faith performance.

Responsive bidder or proposer means an offeror who has submitted a response which conforms in all material respects to a competitive solicitation. A response of a responsive offeror must be submitted on the required forms, which contain all required information, signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the competitive solicitation by the due date and time.

Sole source means the only known vendor or the only reasonable vendor capable of providing a service or commodity to the City because of their unique ability or capability to meet the particular requirements of the solicitation.

Suspension means action taken by the City to temporarily disqualify a vendor or contractor from City contracts.

Vendor means a person or entity that is currently supplying any goods or services to the City, that has supplied any goods or services to the City within the current or prior two calendar years, or that has, by submitting a response to a currently open Sealed Competitive Method, expressed an interest in supplying any goods or services to the City.

Work means work in or on City property as set forth within the Sealed Competitive Method or Written Quotations Method, or contract approved by the City.

Sec. 38-116. – Methods of acquisition.

The City shall determine, in its sole discretion, which of the following methods of acquisition to utilize for the acquisition of non-real property, goods, and services.

- (1) *Sealed Competitive Method.* Acquisitions of or contracts for non-real property, goods or services where the annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$30,000 or greater shall be subject to a Sealed Competitive Method, unless the City utilizes one of the direct acquisition methods, as provided in Sec. 38-116(3).
- (a) *Sealed Competitive Bids.* Sealed Competitive Bids are utilized where price, responsiveness, and responsibility are the sole determining factors.
- (b) *Requests for Proposals, Requests for Qualifications.* Requests for Proposals and Requests for Qualifications are utilized where price, responsiveness, and responsibility are not the sole determining factors. An Evaluation Committee, appointed by the City Manager, shall review the submissions received by the City in response to Requests for Proposals and Requests for Qualifications and make a recommendation to the City Commission. The Evaluation Committee shall terminate upon the award of the contract, cancellation of the Sealed Competitive Method, or such other time as determined by the City Commission.
- (c) *Invitation to negotiate.* When the Purchasing Agent determines that procurement by an invitation for bids, request for proposals or request for qualifications or other solicitation method, is not in the best interest of the City, and that negotiation may be necessary for the City to receive the best value, the Purchasing Agent may acquire or contract for non-real property, goods, or services by competitive sealed replies through an invitation to negotiate. This section shall not apply to procurements governed by the CCNA.
- i. *Evaluation criteria.* The ITN shall state the criteria to be used in the evaluation of the replies and shall include the relative importance of the criteria. Price may or may not be included and can be reserved for the negotiation phase.
- ii. *Negotiations.* The City Manager shall appoint a negotiator or a negotiation team. Negotiations may be conducted with one or more respondents. Negotiations may be either sequential or concurrent as determined by the Purchasing Agent.
- iii. *Award.* Contract award shall be made to the responsive and responsible respondent determined to offer the best value to the City and who is determined to be most capable of assisting the City in achieving the objectives of the procurement, taking into consideration the evaluation criteria set forth in the ITN.
- (d) *Request for information.* When it is deemed necessary by the Purchasing Agent to assess the market, feasibility of a proposed project, service, or commodity, or when vendor input to specifications or a scope of work would result in a more competitive and fair Sealed Competitive Method, a request for information may be issued

requesting submission of unpriced offers, products, or scopes of services, which may be followed by subsequent Sealed Competitive Method that is not limited to those firms who responded to the RFI.

- (e) *Submissions.* It shall be the sole responsibility of the bidder, proposer, or responder to have the bid, proposal, or response submitted to the City as required in the solicitation document before the specified closing date and time. Bids, proposals, or responses received after the closing date and time shall not be considered. The time clock specified in the solicitation documents shall govern. All bids, proposals, and responses submitted pursuant to a Sealed Competitive Method shall remain sealed until they are opened publicly on the date and time and location stated in the Notice to Bidders, Proposers, or Responders, or as may be amended by addendum.
- (f) *City's reservation of rights.* The City may utilize a Sealed Competitive Method for any acquisition that the City deems appropriate regardless of the estimated cost of the acquisition. The Purchasing Agent may waive minor irregularities in the Sealed Competitive Method process. The City, in its discretion, reserves the right to reject all proposals at any point in the process prior to the full execution of an agreement with the selected vendor.
- (g) *Evaluation Procedures.*
 - i. The Contracts and Purchasing Division shall first review all timely submitted responses for responsiveness/responsivity.
 - ii. The responsiveness/responsibility criteria shall include at minimum:
 - 1. Whether the bidder/proposer has the required licenses or certifications;
 - 2. Litigation history;
 - 3. Contractual disputes; and
 - 4. Whether all required forms have been submitted.
 - iii. An Evaluation Committee appointed by the City Manager or designee shall be established consisting of at least one member from the using department, but shall not consist of all members from the using department, and others who have expertise that will assist in the necessary evaluation of responses. To the extent a committee member becomes unable to serve, the City Manager may appoint a replacement member. The Evaluation Committee shall have a minimum of three members and no more than seven members. All meetings of the Evaluation Committee shall be conducted in a manner consistent with the Sunshine Law and all proposers shall receive notice of public evaluation meetings by electronic communication. A quorum of the committee must be present at scheduled evaluation meetings where official acts are to be taken. A majority of the committee members shall constitute a quorum, except that in no event shall a quorum be fewer than three

members. All members shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes.

- iv. The Evaluation Committee shall evaluate all responsive responses based on the evaluation criteria, which shall be stated in the Sealed Competitive Method document and if the evaluation criteria is weighted, such information shall also be included in the solicitation document. The procedure for reviewing and scoring the responses shall provide for an initial independent evaluation by each Evaluation Committee member and that each Evaluation Committee member have equal weight in the scoring and ranking the responses. The Evaluation Committee may discuss the responses at publicly held Evaluation Committee meetings and reserves the right to amend their initial scores based on the discussions held.
- v. The Evaluation Committee may reduce the number of firms after the initial evaluation and ranking to a short list of a minimum of three (provided at least three firms applied) based on the ranking. The Evaluation Committee may hold discussions, interviews, presentations or other similar proceedings with all short-listed firms at a subsequent meeting. The Evaluation Committee reserves the right to amend their scores and re-rank short-listed firms based on the discussions, interviews, presentations, or other proceedings held. In re-ranking the short-listed firms, the Evaluation Committee shall use the same criteria set forth in the Sealed Competitive Method document and attempt to select the best qualified firm(s) for the particular project based upon the information provided during the discussions or interviews with the offerors or the presentations given by the offerors, and the materials presented and the responses.
- vi. The evaluation criteria, in addition to price when applicable, at a minimum, shall include:
 - 1. The ability, capacity and scale of the bidder/proposer to perform the contract;
 - 2. Whether the bidder/proposer can perform the contract in the time specified, without delay or interference;
 - 3. The character, integrity, reputation, judgment and experience and efficiency of the bidder/proposer;
 - 4. The quality of performance on previous public or private contracts of a similar nature;
 - 5. The previous and existing compliance by the bidder/proposer with laws and ordinances relating to the contract;

Alternate or additional criteria may be used in the discretion of the Purchasing Agent based upon his/her determination of the factors that will enable the City to obtain the goods or services requested at the best value and in the most efficient and cost effective manner. This section does not

apply to Sealed Competitive Methods issued pursuant to the CCNA. For CCNA solicitations, the criteria shall be consistent with the requirements of Section 287.055, Florida Statutes.

- vii. The Evaluation Committee's rankings and recommendation shall be reported to the City Commission. The City Commission, by majority vote, has the option to either (1) approve the Evaluation Committee's ranking/evaluation and recommendation; (2) reject all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the Evaluation Committee to conduct further evaluations consistent with the requirements of the Sealed Competitive Method and the Evaluation Committee may either ratify the ranking/evaluation or re-rank the firms. The City Commission reserves the right to re-rank in accordance with section 38-141(1).

(2) *Written Quotations Method.* Acquisitions of or contracts for non-real property, goods, or services where the total annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$10,000 or greater, but less than \$30,000, may be made or entered into by the City Manager without City Commission approval and without a Sealed Competitive Method, provided that three written quotations are obtained from individual sources, except when impracticable. The City may also utilize the Written Quotations Method for any acquisition less than \$10,000 that the City deems appropriate. The written quotations received by the City shall be retained with a copy of the purchase order and in accordance with public records law.

- (a) Acquisitions of non-real property, goods, or services where the total annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be greater than \$10,000 but less than \$20,000 may be administered by the Department making the acquisition or the Purchasing and Contracts Administration Division.
- (b) Acquisitions of non-real property, goods, or services where the total annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$20,000 or more but less than \$30,000 shall be administered by the Purchasing and Contracts Administration Division.

(3) *Direct Acquisition Method.*

- (a) *Direct Acquisitions of less than \$10,000*
 - (i) *Acquisitions of less than \$5,000.* Upon written approval by the applicable Department Head, acquisitions of non-real property, goods, or services where the total annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be less than \$5,000 may be made using a purchase order, pay authorization, or procurement card, without

utilizing a Sealed Competitive Method or the Written Quotations Method, and without City Commission or City Manager approval.

- (ii) *Acquisitions of \$5,000 or greater but less than \$10,000.* Acquisitions of non-real property, goods, or services where the total annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be greater than \$5,000 but less than \$10,000 may be made by the Department Head without utilizing a Sealed Competitive Method or the Written Quotations Method, and without City Commission approval, provided that three written quotations shall be obtained and documented by City staff and retained as part of the procurement record, except when impracticable. Approval of the purchase of non-real property, goods, or services may be made using a purchase order issued by the Purchasing and Contract Administration Division. If there is a contract associated with the purchase, the contract shall be submitted to the Purchasing and Contract Administration Division for review. A procurement card may be used for such acquisitions in the case of an emergency and with written authorization from the City Manager.
- (b) *Budgeted Direct Acquisitions.* The following procurements may be made without utilizing a Sealed Competitive Method or the Written Quotations Method when properly budgeted or subject to future appropriations, as demonstrated in the budget as a line item, and authorized by the City Manager, or designee, or the City Attorney for legal services and services related to litigation. Any contracts for such procurements may be executed by the City Manager, or the City Attorney for legal services:
 - i. *Arts and Entertainment.* Acquisitions of or contracts for arts and entertainment (artistic services, performing artists, entertainment and amusements at festivals or special events).
 - ii. *Utilities.* Water, sewer, gas, electrical, and other utility services.
 - iii. *Advertising services.*
 - iv. *Legal services.* Legal services (attorney, paralegal, expert witness, appraisal, mediator services), and outside legal services. Such acquisitions may be authorized by the City Attorney for legal services and services related to litigation.
 - v. *Health services.* Substance abuse, mental health, examination, diagnosis, treatment, prevention, medical consultation, Medicaid services.
 - vi. *Licensing, warranty, or compatibility.* The purchase of goods or services where licensing, warranty or compatibility requirements limit the selection to the original equipment manufacturer, manufacturer's service

representative or distributor of the manufacturer's equipment, or authorized repair facility, including but not limited to purchases of parts, repairs or maintenance services for field equipment (ex. pump generators, specialized field equipment, etc.).

- vii. *Training, education and travel.* Training, education, and travel (continuing education events or programs offered to and paid by the general public, education reimbursements, budgeted travel and travel expenses, meal and subsistence expenses incurred during such travel or events, training and education expenses for services provided to injured employees for worker compensation, lectures or professional training services provided to employees).
- viii. *Government to government.* Government to government (services or commodities provided by governmental agencies, contracts with other government entities or agencies for public services, franchises for municipal service or other public services, provided said franchises have been approved by the City Commission).
- ix. *Resale.* The purchase of goods or tangible property specifically purchased for resale to the general public.
- x. *Utilization of other governmental entities' contracts.*
 - 1. The City may acquire or contract for non-real property, goods, or services without utilizing a Sealed Competitive Method or the Written Quotations Method where the desired non-real property, goods, or services are the subject of a contract with state governments, their political subdivisions, or other local governmental entities within the United States, with associations affiliated with state and/or local governmental entities or departments (such as the Florida Sheriffs Association and the Florida Fire Chiefs' Association), or with the United States government, provided that the contract was awarded based strictly on competitive bidding, and provided that the form of the contract is acceptable to the City Attorney.
 - 2. Utilization of other government entities' contracts shall only be permitted during the term of the other governmental entity's contract. The term of the City's contract shall extend no more than six months from the expiration date, including expiration of any renewals, of the other governmental entity's contract.
 - 3. If the City desires to utilize another governmental entity's contract, the City shall require the vendor to certify that the price or rate represents the lowest price or rate for the non-real property, goods,

or services of any contract between the vendor and any other governmental entity within the State.

- xi. *Cooperative Acquisitions.* The City may acquire or contract for non-real property, goods, or services where the City participates in joint procurement of non-real property, goods, or services with other public entities, including, but not limited to acquisitions made pursuant to interlocal agreements entered into with other governmental entities in accordance with Chapter 163, Florida Statutes.
 - xii. *Job Order Contracting.* The City may procure goods or services pursuant to a job order contract. The job order contracting procurement process shall be further delineated by administrative policy governing the Purchasing and Contracts Administration Division.
- (c) *Direct Acquisitions Requiring City Commission Approval.* The following procurements may be made without utilizing a Sealed Competitive Method or the Written Quotations Method. When such procurements exceed the threshold amount set forth in Section 38-117, such procurements shall require approval of the City Commission. When such procurements are under the threshold amount, they may be authorized by the City Manager and any written contracts resulting from such procurements may be signed by the City Manager.
- i. *Professional Services.* Except as otherwise provided for in Florida Law, contracts for professional services (which include but is not limited to services provided by attorneys, accountants, actuaries, lobbyists, and financial advisors) may be made or entered into by the City Manager without utilizing a Sealed Competitive Method or the Written Quotations Method.
 - ii. *Sole Source and City Standard.*
 - 1. *Sole Source.* The City may acquire or contract for non-real property, goods, or services that are available to the City from only one source without utilizing the Sealed Competitive Method or Written Quotations Method. Sole Source acquisitions where the annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$30,000 or greater shall be subject to approval by the City Commission.
 - 2. *City Standard.* Where the City has determined that a particular style, brand, make, or model is the only type that meets the City's requirements for performance, consistency, compatibility, or other salient characteristics, and the City Commission has approved such standard, and such determination has resulted in there being only one source available to the City, the City may acquire or contract for

such goods without utilizing a Sealed Competitive Method or the Written Quotations Method. City Standard acquisitions where the annual expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$30,000 or greater shall be subject to approval by the City Commission.

- iii. *Software.* The City may acquire or contract for licensed computer software, web-based applications, or maintenance for such software and applications without utilizing the Sealed Competitive Method or Written Quotations Method. Acquisitions for licensed computer software, web-based applications, or maintenance for such software and applications where the expenditure is estimated to be \$100,000 or greater and is not part of an existing software or web-based application system, shall be subject to approval by the City Commission. This form of direct acquisition does not apply to commercial off the shelf software that is available for purchase from multiple vendors.
- (d) *Emergency Acquisitions.* It is the intent of the City Commission to grant the City Manager the authority to act during an emergency to protect the public health, safety and welfare, in certain circumstances, without the prior approval of the City Commission including the execution of required contracts. For the purposes of this subsection a non-declared emergency shall mean an adverse condition or circumstance in which the public health, safety or welfare is immediately and significantly threatened. A significant interruption or delay in the provision of municipal services shall be deemed an immediate threat to the public welfare. A declared emergency shall be such emergency as declared by the appropriate federal, state or local official.
 - i. *Declared Emergencies.*
 - 1. Upon declaration of a federal, state, or local emergency affecting the City of Deerfield Beach, and without further approval of the City Commission, the City Manager shall have the authority to enter into a contract up to a total of \$100,000.00 for emergency goods and services, without prior City Commission approval and without utilizing a Sealed Competitive Method or the Written Quotation Method. Notwithstanding this provision, the City Manager shall have the authority to contract for an additional \$100,000.00 for emergency goods and services if it is not possible to obtain a quorum for a meeting of the City Commission during a declared emergency to consider such expenditure. The circumstances satisfying these conditions shall be recorded in a memorandum by the City Manager as soon as feasible and placed on file with the Purchasing Agent and copied to the City Commission. The City shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing,

whenever prudent and practicable to do so as determined in the sole discretion of the City Manager. Emergency acquisitions of non-real property, goods, or services where the expenditure by the City is estimated to be greater than \$100,000 shall be subject to ratification by the City Commission as soon as practicable.

2. In a declared emergency, the City Commission may enter into a contract without utilizing a Sealed Competitive Method or the Written Quotation Method, by majority vote of those Commissioners attending a meeting, without limitation on the contract amount. The City shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the City Commission.
3. In a federal or state declared emergency affecting the City, the City shall attempt, to the greatest extent possible, to comply with federal grant/reimbursement procurement regulations.

ii. *Non-Declared Emergencies.*

1. During a non-declared emergency affecting the City, the City Manager shall have the authority to enter into a contract up to a total of \$50,000.00 for emergency goods and services, without prior City Commission approval and without utilizing a Sealed Competitive Method or the Written Quotations Method. Notwithstanding this provision, the City Manager shall have the authority to contract for an additional \$50,000.00 for emergency goods and services, if it is not possible to obtain a quorum for a meeting of the City Commission during a non-declared emergency to consider such expenditure. The circumstances satisfying these conditions shall be recorded in a memorandum by the City Manager and placed on file with the Purchasing Agent and copied to the City Commission within 15 days of the purchase. The City shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the City Manager. Emergency acquisitions of non-real property, goods, or services where the expenditure by the City is estimated to be \$50,000 or greater shall be subject to ratification by the City Commission as soon as practicable.
2. In a non-declared emergency, the City Commission may enter into a contract without utilizing a Sealed Competitive Method or the Written Quotations Method, by majority vote of those Commissioners attending a meeting, without limitation on the

contract amount. The City shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the City Commission.

3. Funds for non-declared emergency purchases shall have been appropriated by the City Commission in the annual budgets of the City, or must otherwise be readily available in a reserve account, or in the unappropriated fund balance. Such funds shall be later transferred into an applicable appropriated fund. No expenditure provided for herein shall be made unless current funds are available, and unencumbered, and as otherwise provided by law.
- (e) *Best Interest Acquisitions.* The City may acquire or contract for non-real property, goods, or services without utilizing a Sealed Competitive Method or the Written Quotations Method where the City Commission declares by a majority affirmative vote that the Sealed Competitive Method or the Written Quotations Method is not in the best interest of the City, and that such acquisition without utilizing a Sealed Competitive Method or the Written Quotations Method will not inure to the financial disadvantage of the City. The City Commission shall make specific factual findings that support its determination, and such contracts shall be placed on the regular City Commission agenda.

Sec. 38-117. – City Commission Approval.

- (1) *Acquisitions of \$30,000 or greater.* Acquisitions of or contracts for non-real property, goods, or services where the expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$30,000 or greater during the initial contract term, shall be subject to prior approval by the City Commission, except for budgeted direct acquisitions made pursuant to Sec. 38-116(3)(b) and emergency acquisitions, which are subject to subsequent ratification by the City Commission pursuant to Sec. 38-116(3)(d).
- (2) *Multiple acquisitions from vendor exceeding \$30,000 in any Fiscal Year.* Acquisitions of or contracts for non-real property, goods, or services from the same Person exceeding the aggregate sum of \$30,000 (whether by a single department or multiple departments) during the course of any Fiscal Year shall not be permitted from the same Person, unless the acquisition is first approved by the City Commission or is a budgeted direct acquisition made pursuant to Sec. 38-116(3)(b).

Sec. 38-118. – Protest Procedures.

- (1) *Standing.* Parties that are not actual bidders, proposers, or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

(2) *Procedure.*

- (a) *Protest of Failure to Qualify.* Upon notification by the City that a bidder, proposer, or responder is deemed non-responsive and/or non-responsible, the bidder, proposer, or responder who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer, or responder to verify the operating hours of Purchasing and Contracts Administration Division.
- (b) *Protest of Award of Agreement.* After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer, or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Agent by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of Purchasing and Contracts Administration Division.
- (c) *Content and filing.* The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Purchasing Agent. The time stamp clock located in the Purchasing and Contracts Administration Division office shall govern when the protest was received.

(3) *Protest Fee.* Any bidder, proposer, or responder filing a protest shall simultaneously provide a Protest Fee to the City in the form of a cashier's check or payment bond. The Protest Fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City's estimated contract price, in the City's sole opinion. If the protest is decided in the protester's favor, the entire Protest Fee shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Fee shall be forfeited to the City. The amount of the Protest Fee shall be as follows:

- (a) For term contracts that provide for an annual expenditure amount, the Protest Fee shall be in the amount of:
 - i. \$1,000.00 for pending estimated contract awards in the annual amount of \$100,000.00 or less, or
 - ii. one percent of the annual amount of the pending award for estimated contract amounts that exceed \$100,000.00 per year, with a maximum deposit of \$10,000.00.
- (b) For all other contracts, the Protest Fee shall be in the amount of:

- i. \$1,000.00 for pending estimated contract awards in the amount of \$250,000.00 or less, or
 - ii. one percent of the total amount of the pending award for the estimated contract amounts that exceed \$250,000.00, with a maximum deposit of \$10,000.00.
- (4) *Protest Committee.* The Protest Committee shall review all protests. The City Manager shall appoint the members of the Protest Committee. No member of the City Commission shall serve on the Protest Committee. The City Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual bidders, responders, or proposers shall be notified of the date, time, and place of the meeting. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the City Commission. All of the actual bidders, responders, or proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, cancellation of the Sealed Competitive Method, or such other time as determined by the City Commission.
- (5) *Stay of award of Agreement or Sealed Competitive Method.* In the event of a timely protest, the City Manager shall stay the award of the Agreement or the Sealed Competitive Method unless the City Manager determines that the award of the Agreement without delay or the continuation of the Sealed Competitive Method is necessary to protect any substantial interest of the City. The continuation of the Sealed Competitive Method or award process under these circumstances shall not preempt or otherwise affect the protest.
- (6) *Appeals to City Commission.* Any actual bidder, proposer, or responder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.
- (7) *Failure to file protest.* Any actual bidder, proposer, or responder that does not formally protest or appeal in accordance with this Section shall not have standing to challenge the award recommendation or the City Commission's award.

Sec. 38-119. - Form of Contract.

- (1) *Written agreements.* Written agreements shall be utilized for all acquisitions of non-real property, goods, or services where the total expenditure by the City (excluding expenditures relating to Change Orders) is estimated to be \$30,000 or greater, except as provided in subparagraph (a) below. The City may utilize a written agreement for any acquisition of less than \$30,000 that the City deems appropriate. All written agreements

must be approved as to form and legality by the City Attorney and executed by the City Attorney.

- (a) *One-time acquisition of non-real property or goods.* A one-time acquisition shall mean a purchase of non-real property or goods ordinarily comprising of one transaction. One-time acquisitions of non-real property or goods that is estimated to be \$30,000 or greater may be made by purchase order provided the specific non-real property or goods:
 - (i) Is generally available from different vendors and is not tailored or specialized for the City; and
 - (ii) The City has determined that on-going services are not necessary in connection with such non-real property or goods and that the nature of the purchase does not require terms and conditions beyond those contained in the City form purchase order.
- (2) *Purchase orders.* Where no other form of contract exists, purchase orders, in a form pre-approved by the City Attorney, may be utilized for acquisitions of non-real property or goods where the total expenditure by the City is estimated to be \$5,000 or more. The City may utilize a purchase order for any acquisition of less than \$5,000 that the City deems appropriate. No change shall be made to the pre-approved purchase order form without express approval of the City Attorney.

Sec. 38-120. – Change Orders.

- (1) *City Commission approved contracts.*
 - (a) *Beyond the Scope of Work.* Any Change Order that materially expands or alters the scope of the work in a City Commission approved contract shall be subject to prior approval by the City Commission, unless the City Commission approved contract authorizes the City Manager to approve such expansion or alteration of the scope of work.
 - (b) *Within the Scope of Work.* The City Manager may approve a Change Order provided that it does not materially expand or alter the scope of the work or result in an increase in the contract amount of \$30,000 or more in a City Commission approved contract.
 - (c) *Construction Contracts.* Notwithstanding subparagraph (a) and (b) above, the City Manager may approve a Change Order increasing the cost of a construction contract up to \$30,000 or 10% of the original construction contract amount, whichever is greater, provided that sufficient budgeted funds are available.

- (d) *Extension of Project Completion Dates.* Any Change Order that extends the original substantial or final completion date of a Project of a City Commission approved contract shall be subject to prior approval by the City Commission, unless the City Commission approved contract authorizes the City Manager to extend the completion date of the contract.
- (2) *City Manager approved contracts.* The City Manager is authorized to approve a Change Order to a contract that did not require City Commission approval, provided that the Change Order does not cause the total acquisition from the vendor to exceed the aggregate sum of \$30,000 during the course of any Fiscal Year pursuant to Section 38-117(2) unless the contract was a budgeted direct acquisition pursuant to Section 38-116(3)(b).

Sec. 38-121. – Termination; extension and renewal.

- (1) *City Commission approved contracts.*
 - (a) *Termination.* Contracts approved by the City Commission may be terminated by the City Manager, unless otherwise provided in the contract or applicable law. If the City Manager desires to terminate a contract that requires City Commission approval to terminate the contract, the City Manager may suspend the work under the contract until the City Commission makes a final determination.
 - (b) *Extensions.* The City Manager may extend a City Commission approved contract for up to 180 days under the same terms and conditions. The extension of any City Commission approved contract for longer than 180 days shall be subject to prior approval by the City Commission. In the event of an Emergency, the City Manager may extend a City Commission approved contract without City Commission approval, subject to later ratification by the City Commission.
 - (c) *Renewals.* When a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals by affirmative action of the City, the City Manager may approve such renewals, unless otherwise provided in the contract or applicable law.
 - (d) *Suspensions.* The City Manager, after consulting with the City Attorney, may suspend a City Commission approved contract for up to 180 days. Suspension of a City Commission approved contract for longer than 180 days shall be subject to City Commission approval.
- (2) *City Manager approved contracts.*
 - (a) *Termination.* Contracts that did not require City Commission approval may be terminated by the City Manager.
 - (b) *Extensions.* The City Manager is authorized to extend for up to 180 days any contract entered into by the City that did not require City Commission approval.

- (c) *Renewals.* When a contract is entered into by the City pursuant to City Manager approval and provides for one or more renewals by affirmative action of the City, the City Manager is authorized to approve such renewals without City Commission approval.
- (d) *Suspensions.* Contracts that did not require City Commission approval may be suspended by the City Manager for up to 180 days.

Sec. 38-122. – Disposal of non-real property.

- (1) *Trade-in.* Where trade-in is available in conjunction with the purchase of replacement non-real property from the same vendor, the City may trade-in and replace its non-real property with that vendor. The trade-in of the City's non-real property shall be subject to approval by the City Commission if the estimated market value of the property being traded-in is greater than \$10,000.
- (2) *Market value of \$10,000 or less.* The City's non-real property with an estimated market value of \$10,000 or less may be sold or auctioned through a competitive process as determined by the City Manager.
- (3) *Market value greater than \$10,000.* The City Manager may sell or auction any of the City's non-real property with an estimated market value of greater than \$10,000 through a competitive process that is approved by the City Commission.
- (4) *Junk non-real property.* The City Manager may declare that any non-real property that is determined by the City Manager to have reached the end of its useful life, may expose the City to potential liability from its continued use or sale, or whose disposition cost exceeds its value, is junk. Non-real property declared by the City Manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the City) and shall be rendered useless and may be donated.
- (5) *Transfer of Law Enforcement Vehicles.* Title to law enforcement vehicles utilized by the Broward Sheriff's Office, Deerfield Beach District

Sec. 38-123. - Revenue generating contracts.

Contracts with any Person where the City estimates the City will receive revenue in the amount of \$30,000 or greater over the term of the contract shall require approval by the City Commission and shall be subject to a Sealed Competitive Method. This Section shall not apply to the purchase, sale or lease of the City's real or non-real property or City-sponsored events.

Sec. 38-124. - Authority to debar or suspend.

- (1) *Authority.* After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Purchasing Agent, after consultation with the requesting department and the City Attorney, may recommend to the City Manager the debarment of

a Person for cause from consideration for award of contracts. The debarment shall not exceed three (3) years. The Purchasing Agent, after consultation with the requesting department and the City Attorney, may recommend to the City Manager the suspension of a Person from consideration for award of contracts if the Purchasing Agent believes that is probable cause for debarment. The suspension shall not exceed three (3) months.

- (2) *Decision.* The Purchasing Agent shall issue a written recommendation to debar or suspend to the City Manager. The City Manager shall decide whether to accept the Purchasing Agent's recommendation. The recommendation and decision shall:
 - (a) State the reasons for the action taken; and
 - (b) Inform the debarred or suspended Person involved of their rights to administrative review as provided in this section.
- (3) *Criteria.* A debarment or suspension may be issued based upon any of the following criteria:
 - (a) A material misrepresentation or omission to the City;
 - (b) Breach of a contract with the City;
 - (c) Felony convictions, convictions for crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.;
 - (d) Failure to comply with the code of silence; or
 - (e) A finding of violation of the state ethics law or a county or municipal ethics ordinance.
- (4) *Finality of decision.* A decision under this section shall be final and conclusive, unless the debarred or suspended person appeals to the City Commission in accordance with subsection (5).
- (5) *Appeal.*
 - (a) *Right of Appeal.* Any Person that has been debarred or suspended and is aggrieved by the City Manager's determination may appeal the determination to the City Commission by filing a notice of appeal within seven (7) calendar days of the notice of the City Manager's determination to debar or suspend.
 - (b) *Hearing Date.* Within thirty (30) calendar days from the receipt of the notice of appeal, the City shall schedule a hearing before the City Commission, at which time the person shall be given the opportunity to demonstrate why the decision of the City Manager should be overturned.
 - (c) *Hearing Procedure.* The procedure for any hearing required by this section shall be as follows:

- i. The City shall cause to be served upon the Person a notice of hearing, stating the date, time, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the Person's mailing address on file with the City.
- ii. The Person shall have the right to be represented by counsel, to call and examine witnesses, to introduce exhibits, to examine opposing witnesses on any relevant matter, even though the matter was not covered under direct examination, and to impeach any witness regardless of which party first called him to testify.
- iii. In any hearing before the City Commission, irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the State courts.
- iv. At the conclusion of the hearing, the City Commission will make a determination regarding the appeal. Within thirty (30) calendar days after the hearing, a written notice of the City Commission's determination will be provided to the Person who requested the hearing

(6) *Reinstatement.*

- (a) *Grounds.* Requests for reinstatement shall be made in writing based upon the following grounds:
 - i. Discovery of new and material evidence not previously available;
 - ii. Dismissal of the indictment or reversal of the conviction; or
 - iii. Bona fide change in ownership or management sufficient to justify a finding of present responsibility.
- (b) *Procedures.* The request for reinstatement shall be forwarded by the Purchasing Agent to the City Manager or designee for a determination on reinstatement. The determination whether to reinstate shall be based on the written submission of evidence, without further hearing. Upon consideration of the written submission and any response from the Purchasing Agent, the City Manager or designee shall make a determination as to whether or not reinstatement is warranted based on the grounds set forth above.

Sec. 38-125. - Acquisition of real property.

- (1) Whenever the City Commission determines it would be in the best interest of the City to purchase certain real property for municipal purposes, and except as otherwise provided in subsections (2) and (3) below, the City shall prepare a notice setting forth the terms and conditions of the proposed real property purchase and the date, time, and place of the public

hearing on the proposed purchase. The City shall publish the notice once a week for at least two (2) weeks in a newspaper of general circulation prior to consideration by the Commission of a resolution authorizing the purchase of the real property. The City Commission is authorized and empowered to make the real property purchase upon the terms and conditions it deems to be in the best interest of the City provided that the City Commission holds a public hearing prior to approving the resolution authorizing the purchase.

- (2) The provisions of subsection (1) above shall not apply where the purchase of real property is in the amount of \$200,000 or less (excluding closing costs) and made in accordance with the following procedures:
 - (a) In the event the City becomes aware that a parcel of land in the City is available for purchase and City staff determines such parcel is suitable for use by the City for open space, park, recreational uses or economic development purposes, the City Manager shall have the authority to submit offers of up to \$200,000 (excluding closing costs) and proceed with the purchase of such property, provided that the City Manager provides a written justification Memo to the City Commission as required in subsections (2)(b) and (c) below.
 - (b) The written justification memo shall detail the proposed use of the property, the information staff used to determine the proposed offer price or range, City staff's reason(s) for submitting an offer and the date and time that the offer is scheduled to be made.
 - (c) The written memo shall be submitted to the City Commission at least 48 hours prior to the submission of the offer, except where impracticable. In the event no written objections are submitted to the City Manager by a City Commissioner prior to the offer time stated in the memo, the City Manager may proceed with the purchase and execute any necessary contracts, subject to approval by the City Attorney as to form and legal sufficiency. In the event a written objection is timely submitted by a Commissioner to the City Manager, the City Manager shall not be authorized to make such purchase until City Commission approval of the purchase is granted at a publicly noticed meeting.
- (3) The provisions of this Section shall not apply where the City has authorized the use of its eminent domain powers for the purchase of real property.

Sec. 38-126. - Sale, exchange, or lease of real property.

- (1) *Definitions.*

Fair market value: Fair market value shall mean the highest price estimated in terms of money that the land would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with knowledge of all the uses and purposes to which it was adapted, and for which it was capable of being used.

Lease: A contract for exclusive possession of real property for consideration of any kind whatsoever.

Sale (sell): Any transfer of real property to another party whether for consideration or not.

- (2) *Sale of City real property with fair market value of \$750,000.00 or less.* Except as otherwise provided in this section, City-owned real property with a fair market value of \$750,000.00 or less shall not be sold until the following conditions have been met:
 - (a) The City conducts an internal survey of City departments and utilities and City staff determines the subject property is not required for current or future planned use;
 - (b) The proposed purchaser submits a narrative to the City indicating the proposed purchaser's plan for, and proposed use of, the property;
 - (c) The City conducts an independent appraisal of the subject property, unless the City estimates (after consulting with the property appraiser's records concerning the assessed property valuation) that the fair market value of the real property is less than \$20,000.00;
 - (d) At least ten days prior to the public hearing on the proposed sale, written notice of the public hearing shall be posted by the City, and shall be provided by U.S. mail to the owners of record (according to the record with the county property appraiser) of any real property that immediately abuts the property proposed for sale; and
 - (e) The sale is approved by resolution and an affirmative vote of at least four-fifths of the City Commission after a public hearing at a City Commission meeting. The resolution shall include a description of the property, the general terms and conditions of the sale, including the consideration, and the purchaser of the property. The City Commission may add conditions to the sale, including, but not limited to, resale restrictions.
- (3) *Sale, lease or transfer of City real property with fair market value in excess of \$750,000.00.* The sale, lease or transfer of City-owned real property with a fair market value in excess of \$750,000.00 shall require approval by a majority of the qualified electors of the City voting at a regular city, general or special election in accordance with section 7.09(2) of the City Charter.
- (4) *Unsolicited proposals.* In the event the City receives an unsolicited proposal to purchase City real property with a fair market value of \$750,000.00 or less, the following requirements must be satisfied, in addition to the other requirements in subsection (2), prior to the City Commission's consideration of approval of the proposed sale:
 - (a) Proposals shall:

- i. Be accompanied by a deposit in the minimum amount of five percent of the proposed purchase (or such larger amount requested by the City); and
 - ii. Remain valid for a period of at least 90 days from their submission to the City (a “qualifying proposal”) in order for the proposals to be deemed eligible for City Commission consideration.
 - (b) Within a reasonable time of the City's receipt of a qualifying proposal, the City shall publish a public notice on the City website and in a newspaper of general circulation within the county at least once a week for two consecutive weeks indicating the proposed sale of the real property, the property location, the time period during which the City will receive alternate proposals (minimum 30-day period) and the conditions for proposal submission; and
 - (c) City staff shall review the proposals that were timely submitted and issue a written recommendation based on the qualifying proposals received. City staff's recommendation shall be included with the agenda item when the City commission considers the proposed purchase.
- (5) *Best interest waiver.* The City Commission may waive the appraiser requirement in subsection (2)(c) above, and the unsolicited proposals requirements in (4) above, if the City Commission determines, by a minimum four-fifths vote, that it is in the City's best interest to do so and makes specific factual findings in the record supporting such determination.
- (6) *Lease of real property for a term in excess of five years.* The City may not lease any City real property for a period in excess of five years, except after approval of the lease by resolution after a public hearing. The resolution shall contain a description of the property, the general terms and conditions of the lease, and the lessee of the property.
- (7) *Transfer of real property to non-profit corporations.* The City Commission may authorize the sale or lease of any property to a non-profit corporation by resolution after a public hearing, provided the following conditions are met:
- (a) The resolution sets forth the transferee of the property, the purpose for the transfer, and certifies that the corporation is a not-for-profit corporation;
 - (b) The transfer is for the development of affordable housing;
 - (c) There shall be a deed restriction limiting the use of the property to the public purposes for which the transfer is made; and
 - (d) The fair market value of the property is not in excess of \$750,000.00. If the fair market value of the property is in excess of \$750,000.00, then the provisions set forth in subsection (3) shall apply.
- (8) *Sale of neighborhood stabilization properties.* The City Commission may by resolution

authorize the City Manager to sell properties acquired for rehabilitation pursuant to the federal HUD Neighborhood Stabilization Program or other federal community development programs, in compliance with the neighborhood stabilization program guidelines. The Mayor is authorized to execute all such deeds in accordance with section 3.06 of the City Charter.

- (9) Licenses for communication facilities as provided for in telecommunication towers and other communication facilities regulated by the Federal Communications Commission shall be subject to approval by a resolution of the City Commission after a public hearing.

Sec. 38-127. – Cone of silence.

- (1) *Prohibited communication.* Except as set forth in subsection (4), during the course of a Sealed Competitive Method, a cone of silence shall be in effect between:
 - (a) Any person or entity that seeks a contract, contract amendment, contract renewal, award, recommendation, or approval related to a Sealed Competitive Method or that is subject to being evaluated or having its response evaluated in connection with a Sealed Competitive Method, including a person or entity's representative; and
 - (b) Any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a Sealed Competitive Method, including any member of the evaluation committee.
- (2) *Effective dates.* A cone of silence shall begin and shall end for a Sealed Competitive Method as follows:
 - (a) A cone of silence shall be in effect during a Sealed Competitive Method process beginning upon the advertisement for the Sealed Competitive Method or during such other procurement activities as declared by the City Commission.
 - (b) The cone of silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Sealed Competitive Method, or takes other action that ends the Sealed Competitive Method process.
- (3) *Notice.* When the cone of silence becomes effective for a particular Sealed Competitive Method, the City Manager or designee shall provide notice of the cone of silence to the City Commission. The solicitation document for the goods or services shall generally disclose the requirements of this section.
- (4) *Permitted communication.*

- (a) The cone of silence shall not apply to written or oral communications with legal counsel for the City or the Purchasing and Contract Administration Division staff for the City.
- (b) Nothing contained in this section shall prohibit any person or entity subject to this section from:
 - i. Making public presentations at pre-bid conferences or at an evaluation or negotiation meeting related to the Sealed Competitive Method.
 - ii. Engaging in contract negotiations with the individual or entity selected to negotiate the terms of the agreement.
 - iii. Engaging in contract negotiations with the City Commission during a public meeting.
 - iv. Making a public presentation to the City Commission during any public meeting related to the Sealed Competitive Method.
 - v. Communicating with the person or persons designated in the Sealed Competitive Method as the contact person for clarification or information related to the Sealed Competitive Method. The contact person shall not be a member of the Evaluation Committee or the person designated to negotiate the agreement, except as otherwise provided for in subsection (4)(a) above.
- (c) The Purchasing Agent and the City Attorney shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a Sealed Competitive Method.
- (5) *Violations.* Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by the City Commission.
- (6) The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the City of Deerfield Beach, or that promote or assist community or neighborhood enhancements.

Sec. 38-128. - Ethics in procurement.

- (1) Any attempt by City employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any

public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of City ordinances, county ordinances and state statutes shall be strictly enforced to preserve the public trust.

- (2) The City shall not execute a contract if there has been a violation of this section, any ethics provision of a procurement solicitation, or any local, state, or federal law, including but not limited to:
 - (a) Conflicts of interest;
 - (b) Kickbacks;
 - (c) Solicitation of procurement by payment of a gratuity or offer of employment;
 - (d) Acceptance of a gratuity or offer of employment resulting from solicitation of procurement;
 - (e) Violations of the cone of silence;
 - (f) Any other improper or unlawful attempt to influence the outcome of a procurement.
- (3) *Unauthorized purchasing practices.* An unauthorized purchase occurs when any employee of the City orders, contracts for or buys any services, materials or supplies outside the purview of the City Charter and/or this Code. Any individual making an unauthorized purchase may be subject to disciplinary actions as appropriate, which may include termination and/or prosecution. The following are unauthorized purchasing practices:
 - (a) Artificially dividing purchases into multiple segments in an attempt to issue single orders below the dollar threshold requirements as established herein (also known as "stringing" or "splitting purchase orders") is prohibited.
 - (b) Purchasing any supplies or services above the thresholds delineated herein directly from a vendor, bypassing the purchasing and contracts administration division.
 - (c) Committing to a purchase without issuance of an authorized purchase order, when one is required.
 - (d) Obtaining items available on an existing city term contract from a supplier that does not hold the contract.
 - (e) Providing false information such as false quotations (without actually contacting and obtaining a quotation, bid or proposal from a vendor).
 - (f) Adding unauthorized purchases to previously approved purchase orders without approval of the appropriate approval authority and subsequent modification of the purchase order.

- (4) Any contracting entity, including subcontractors, who is involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements.

Sec. 38-129. - Local business preference program.

Local business preference program. The City hereby establishes a local business preference program to facilitate local business participating in the Sealed Competitive Method.

- (1) Except where prohibited by federal, state or City law, or funding source restriction mandates to the contrary, in the purchase of goods or general services governed by the procurement code, preference shall be awarded to local businesses in the following manner:
 - (a) When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the bid submitted by the nonlocal business, then such local businesses shall have the opportunity to submit, within five calendar days of notification by the Purchasing Agent, or designee a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest and best and final bid. In the case of a tie in the best and final bid between a local business and a nonlocal business, contract award shall be made to the local business.
 - (b) For all other Sealed Competitive Methods where the objective factors used to evaluate the responses from proposers are assigned point totals. Where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the local vendor will adjust upward by five percent.
 - (c) The determination as to whether a bidder or proposer is a local business shall be made by City staff based upon documentation submitted by the bidder or proposer at the time of bid or proposal submission as verified by staff.
- (2) This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiations Act, or to purchases made through the Direct Acquisition Method.
- (3) An eligible bidder or proposer must satisfy the criteria set forth below. The City has sole discretion in determining whether a business meets the following criteria to qualify for a local business preference:
 - (a) A bidder or proposer shall complete, fully execute and provide all required information contained in the Sealed Competitive Method related to the local business preference requirements; and

- (b) In order to qualify for local bidder preference an offeror seeking local vendor preference shall have no history within the prior five years of non-performance, delinquent fees, liens or code violations.
- (4) In accordance with 2 CFR §200.319(b), the City's local business preference program shall not apply to solicitations utilizing federal funding sources.

Sec. 38-130. - Disadvantaged business enterprise program.

- (1) *Policy statement.* The City of Deerfield Beach stands committed to providing equal opportunities in the Sealed Competitive Method to all vendors seeking to do business with the City, including consultants, contractors and their subcontractors who are certified business entities ("CBEs") including small business enterprises ("SBEs"), minority business enterprises ("MBEs"), women business enterprises ("WBEs") and veteran business enterprises ("VBEs").
- (2) *Establish disadvantaged business enterprise program.* The City of Deerfield Beach hereby establishes a disadvantaged business enterprise program to encourage and foster the participation of CBEs, in the City's Sealed Competitive Method by providing preference to CBEs as further detailed herein.
- (3) *Certification.* The City will accept CBE certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943(1) and (2) Florida Statutes.
- (4) *Exceptions.* The disadvantaged business enterprise program shall not apply to a Sealed Competitive Method when prohibited by law, contract, grant, funding source, or other regulation applicable to the Sealed Competitive Method, contract, or funding source, or when the City acts as the lead agency for a cooperative procurement.
- (5) *Participation in procurement process.*
 - (a) When a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the Purchasing and Contract Administration Division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE. The price bid by the non-CBE shall not be revealed if exempted under Chapter 119, or 286, Florida Statutes. Thereafter, a recommendation shall be made in favor of the responsive, responsible business submitting the lowest final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.

- (b) For all other Sealed Competitive Methods where the objective factors used to evaluate the responses from proposers are assigned point totals and evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.
- (c) In the case where an offeror is claiming CBE participation by the use of subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Offeror shall provide information in their response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement.
 - i. A bidder or proposer shall complete, fully execute, and provide all required information contained in the Sealed Competitive Method related to the disadvantaged business enterprise requirements.
- (d) In order to participate in the disadvantaged business enterprise program, offeror shall have no history within the prior five years of non-performance, delinquent fees, liens or code violations.
- (6) *Small dollar purchases.* The Purchasing and Contract Administration Division and City staff are strongly encouraged to include CBEs in the procurement of purchases that are anticipated to have a total value of less than \$30,000.00 and for purchases made on the procurement card.
- (7) *Order of preferences.* For the purpose of determining the best value in the award of a Sealed Competitive Method where both the local business and disadvantaged business preference are applicable, the local business preference shall take precedence over the small business preference except for solicitations utilizing federal funding sources.
- (8) *Rules and regulations.* The Purchasing and Contract Administration Division may implement rules and regulations, and require documentation to substantiate a CBE's certification in order to effectively implement and administer the program.
- (9) *Database.* The Purchasing and Contract Administration Division shall maintain a database of CBE's and shall invite the appropriate CBEs based on commodity code to participate in the Sealed Competitive Method.
- (10) *Federal requirements.* For procurements utilizing federal funding sources the contracting entity shall comply with the following requirements:
 - (a) *Minority Businesses, Women's Business Enterprises.* In accordance with 2 C.F.R. § 200.321, Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are

used when possible. Affirmative steps for the Contractor to take regarding sub-contractors must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, Broward County Office of Economic and Small Business Development, and the Florida State Minority Supplier Development Council.

- (11) *Equal opportunity for small, minority, and women-owned business enterprises.* The City shall use its best efforts to provide small, minority, and women-owned businesses with an equitable opportunity to participate in City procurements, including but not limited to Sealed Competitive Methods and Written Quotations. The City Manager may create and implement administrative policies to implement the intent of this Section. For direct acquisition of less than \$10,000, the City shall seek to obtain at least one quotation, to the extent practicable, from a small, minority, or women-owned business. Staff shall document all such attempts.

Sec. 38-131. - Electronic commerce, electronic signatures, and on-line procurement of goods and services.

The Purchasing Agent is authorized to pursue electronic commerce and on-line procurement of goods and services through the use of electronic means including the use of electronic signatures and to develop procedures to implement this Article by such means. Procurement by electronic means includes, but is not limited to, the advertising, posting and receipt of Sealed Competitive Methods, reverse auctions, vendor registration, and any other current or future procurement method or process. The Purchasing Agent may develop procedures regarding identification, security, confidentiality, and the utilization of digital signatures.

Sec. 38-132. - Procurement of insurance, financial borrowing, and energy.

- (1) The insurance, financial borrowing, and energy markets are volatile and based upon a

number of market factors, which vary in substance and importance. Therefore, the City Commission has determined that a flexible approach that allows the City to be proactive towards favorable market conditions and encourages competition will best serve the City's interest. The procedure for procuring insurance, financial borrowing, and energy, including but not limited to property and casualty insurance, health and life insurance, underwriting services, bond underwriting, bond financing and refinancing, bank loans, lease purchase financing, or compressed natural gas purchases shall be accomplished in the following manner:

- (a) The City shall procure insurance, financial borrowing, and energy as needed from time to time, through the solicitation process established in this Section. The method of the procurement shall be through a Sealed Competitive Method. To procure the purchase of insurance, financial borrowing, or energy, the following procedure must be followed:
 - i. The City shall contract with a contracted agent, consultant, or broker, herein collectively referred to as agent, pursuant to this procurement code. The contract shall include services for the agent to solicit the market on behalf of the City for financial borrowing, insurance, or energy, as applicable. As directed by the Finance Department for financial borrowing, the Human Resources Department for insurance, or the Sustainable Management Department for energy, the City's agent shall distribute the Sealed Competitive Method including all relevant specifications, terms, conditions and legal requirements.
 - ii. Sealed responses shall be received by the City's agent as per the instructions in the Sealed Competitive Method. No late submittals shall be accepted.
 - iii. An evaluation committee may be appointed by the City Manager for review of the responses. The City's agent shall conduct evaluations of all responses received and provide the City with a recommendation of award. The City reserves the right to further negotiate prices, terms and conditions with the firms submitting responses.
 - iv. The using City department shall submit the agent's recommendation, summary of evaluations and negotiations, and applicable contract documents to the City Commission. The City Commission shall make a final determination of award or selection by resolution and reserves all rights contained in this procurement code.
 - v. The City Commission's award and approval of the terms of a bond agreement, insurance agreement, or energy agreement shall grant the City Manager and underwriter, in the case where bond underwriting or insurance underwriting services are awarded, the authority to take all necessary actions and execute all contract documents, including the approval of the final interest rate.

- (2) No annual insurance contract secured through this procedure shall be renewed more than twice with the same insurance company without being marketed, except as otherwise approved by the City Commission.
- (3) *Emergency purchase.* In the case of an apparent emergency that requires immediate purchase, the City Commission may award a contract after such investigation on and upon such terms and conditions as it deems to be in the best interest of the City.

Sec. 38-133. - Federal and state projects; federal grants.

- (1) *Housing and Urban Development Act ("HUD").* For the purposes of complying with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701(u), (hereinafter referred to as section 38-1353), the City wishes to adopt procedures to implement Section 3 in compliance with 24 CFR, Part 135. The City of Deerfield Beach has adopted a Section 3 plan (the plan is on file with the City Clerk and Director of Legislative & Community Affairs) for said implementation which shall be applicable to all HUD finance assisted projects, such as CDBG or NSP1 or such other programs where federal law requires application of Section 3. In such cases, the goals and objectives and any necessary preference or requirements determined necessary by the City to comply with Section 3 and 24 CFR, Part 135, shall be included in any bid specifications and contract awarded based on said specifications. The purpose of this provision is to authorize the undertaking of all necessary measures to assure compliance with Section 3 bidding and contracting process where Section 3 is applicable under federal law.
- (2) *Residential rehabilitation local housing assistance plan ("LHAP") projects.* Award of each project shall be made by a consultant if the City has contracted with a consultant to administer the LHAP program or by the applicable City department or division through a competitive bidding process as follows:
 - (a) All responsive and responsible pre-qualified contractors that were selected for LHAP construction services through the City's Sealed Competitive Method and were approved by the City Commission shall be invited to bid (except disqualified firms). The invitation to bid shall be issued by the consultant or by the Purchasing Agent if the City has not contracted with a consultant to administer the LHAP program.
 - (b) Unless otherwise specified in the solicitation documents, bids shall be submitted in a sealed envelope, which shall be clearly identified as a bid on the exterior of the envelope and delivered to the address specified in the bid documents.
 - (c) No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened to the bidder.
 - (d) Minor irregularities in bids may be waived by the consultant after consultation with the City's Purchasing Agent or the Purchasing Agent if the City has not contracted

with a consultant.

- (e) Award of projects \$50,000.00 or less shall be made to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications by the consultant or by the Purchasing Agent if the City has not contracted with a consultant to administer the LHAP program.
 - (f) Award of projects over \$50,000.00 shall be made by the City Commission to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications.
- (3) *FEMA grant and cooperative agreements requirements (\$25,000 or more).* Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions (www.sam.gov). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Sec. 38-134. - Prequalification of bidders—Construction projects; bonds.

- (1) *Prequalification of bidders – Construction projects.*
- (a) The Purchasing Agent with the recommendation of the department head in charge of the construction project, shall make a determination as to whether the construction project should be bid using the two-step prequalification process. If such a determination is made, the prequalification of bidders shall follow the request for qualifications process as required by subsection 38-116(1)(b).
 - (b) The recommended list of pre-qualified bidders shall include, at a minimum, the three top ranked bidders, assuming three responded to the RFQ. Upon approval of the pre-qualified list of bidders by the City Commission, the Purchasing Agent may issue an invitation to bid to the pre-qualified bidders. Only those bidders who have been so prequalified may then bid on the project. The City Commission may award the bid to the prequalified bidder who submits the lowest responsive, responsible bid.
- (2) *Bonds.* Contractor shall be required to provide a payment and performance bond as provided in Section 255.05, Florida Statutes, as may be amended.

Sec. 38-135. - Design-build.

- (1) *Purpose.* In order to comply fully with the requirements of Section 287.055, Florida Statutes, as amended, the following procedures shall be followed in selecting firms to provide design/build services and in negotiating design/build contracts.
- (2) The City shall award design-build contracts by the use of a request for proposals process as described in subsection 38-116(1)(b) or by the use of a qualifications-based selection process pursuant to Section 287.055, subsections (3), (4), and (5), Florida Statutes, for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the City elects the option of qualifications-based selection, during the selection of the design-build firm the City shall employ or retain a licensed design professional appropriate to the project to serve as the City's representative.
- (3) *Design criteria package.* For each design/build construction project, the City shall employ or retain a design criteria professional as defined in section 287.055(2)(k), Florida Statutes. The design criteria professional selected to prepare the design criteria package and any of the design criteria professional's subcontractors, including any of subcontractors' subcontractors, are not eligible to render services under a design-build contract executed pursuant to the design criteria package. The design criteria professional shall prepare a design criteria package specifying performance-based criteria for the project, including, but not limited to:
 - (a) The legal description of the site.
 - (b) Survey information concerning the site.
 - (c) Interior space requirements.
 - (d) Material quality standards.
 - (e) Schematic layouts and conceptual design criteria.
 - (f) Cost or budget estimates.
 - (g) Design and construction schedules.
 - (h) Site development requirements.
 - (i) Provision for utilities.
 - (j) Storm water retention and disposal.
 - (k) Parking requirements.
- (4) *Consultation with design criteria professional.* The City shall consult with the design criteria professional who prepared the package concerning evaluation of the responses, approval of detail work and drawings for the project, compliance of project construction with the package. The design criteria professional shall serve as the City's representative and may also provide construction administration and construction engineering and inspection services.

- (5) Procedures for the use of an RFP process must include, in addition to those requirements of subsection 38-116(1)(b), the following:
 - (a) The shortlisting of no fewer than three design-build firms, assuming three responded, as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
 - (b) The RFP shall include the evaluation criteria, procedures, and standards for the evaluation of design-build contract proposals, based on price, technical, and design aspects of the public construction project, weighted for the project.
 - (c) The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the proposals submitted by those firms based on the evaluation criteria and procedures established in the Sealed Competitive Method.
- (6) *Valid public emergencies.* Pursuant to Section 287.055, Florida Statutes, these rules shall apply in all cases except the cases declared to be valid public emergencies as certified by the City Commission based on recommendation and data supplied by City staff.

Sec. 38-136. - Construction manager at risk/program manager process.

The Purchasing Agent may determine that it is in the best interest of the City to provide an alternate procedure for hiring a contractor for a construction contract in the City. The construction manager at risk approach shall provide for a process requiring the contractor to work with the City to provide a guaranteed maximum price or a lump sum amount and a guaranteed completion date and to implement the project to meet that requirement. The provisions of Section 255.103, Florida Statutes, shall govern the procurement process.

Sec. 38-137. - Consultants' Competitive Negotiation Act (CCNA).

- (1) *Intent and purpose.* These regulations are established to ensure that the City of shall be in compliance with Section 287.055, Florida Statutes, the “Consultants' Competitive Negotiation Act” (“CCNA”). In addition, these regulations shall create a systematic procedure for making recommendations to the City Commission for the engaging of architects, landscape architects, professional engineers, and registered surveyors and mappers required for City projects.
- (2) *Public announcement and qualification procedures.*
 - (a) *Public announcement.* The City shall publicly solicit proposals as provided in Section 287.055(3), Florida Statutes, from firms in a uniform manner on each occasion when professional services are to be purchased for a project that the basic

construction cost of which is estimated to exceed the threshold amount provided in Section 287.017, Florida Statutes, as may be amended, for category five, or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in Section 287.017, Florida Statutes, as may be amended, for category two, except in cases of valid public emergencies so certified by the City Commission. The public notice shall include a general description of the project and shall indicate how, and the time within which, interested firms may apply for consideration by the City.

- (b) *Certification.* Any such firm desiring to perform such professional services for the City shall first be certified as qualified pursuant to this Article, as provided in Section 287.055(3), Florida Statutes.

(3) *Evaluation committee.*

After the public announcement of a project, an evaluation committee shall be appointed by the City Manager or designee in accordance with Section 38-116(1)(g).

(4) *Competitive selection.*

- (a) The competitive selection of the most highly qualified firm shall be governed by Section 287.055(4), Florida Statutes. For each proposed project, the Evaluation Committee shall conduct discussions with, and may require public presentations by, no less than three firms, regarding their qualifications, approaches to the project and ability to furnish the needed services. Any such discussions and presentations shall be conducted as public meetings in accordance with Section 286.011, Florida Statutes.
- (b) The Evaluation Committee shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the Evaluation Committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the City, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. Additional criteria may be added as warranted for each project.
- (c) The Evaluation Committee with the assistance of the Purchasing Agent shall determine the allotted time for the presentations, the mode and manner of presentations, and any other matter relating to such presentations in conformance with the provisions of Section 287.055(4), Florida Statutes.

- (d) The Evaluation Committee's ranking and recommendation shall be reported to the City Commission for their consideration.
 - (e) The City Commission, by majority vote, has the option to either (1) approve the Evaluation Committee's ranking/evaluation and recommendation; (2) reject all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the Evaluation Committee to conduct further evaluations consistent with the requirements of the RFQ and the Evaluation Committee may either ratify the ranking/evaluation or re-rank the firms. The City Commission reserves the right to re-rank in accordance with section 38-141(1).
 - (f) Costs or compensation to a firm may be considered only during competitive negotiations. Such negotiations shall not occur until after City Commission's approval of the ranking and recommendation and authorization to negotiate.
 - (g) Nothing in these policies and procedures shall be construed to prohibit a continuing contract between a firm and the City.
- (5) *Competitive negotiations.*
- (a) Once the City Commission approves the ranking of the firms and authorizes negotiations, the City Manager shall appoint one or more staff members to negotiate a contract with the most qualified firm. Should a satisfactory contract not be reached with the firm considered to be the most qualified at a price the City determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. Negotiations shall then be undertaken with the second most qualified firm. Failing accord with the second most qualified firm, the negotiations shall be terminated. Negotiations shall then be undertaken with the third most qualified firm.
 - (b) Upon successful negotiations, the City Manager shall recommend to the City Commission the award of the proposed contract. If the City Commission awards the contract, it will be executed by all parties. If the contract is rejected by the City Commission, the City Commission may then direct the City Manager to re-negotiate it with the firm or to re-solicit the project.

Sec. 38-138. - Auditor selection procedures.

- (1) The City shall follow the procedures set forth within Section 218.39, Florida Statutes when selecting an auditor to conduct the annual financial audit required by Section 218.39.
- (2) The City shall establish an audit committee consisting of at least three members. In accordance with Section 218.391(2)(b), as may be amended, one member of the audit committee must be a member of the City Commission, who shall serve as the chair of the committee.

- (3) With the assistance of the Purchasing Agent, the audit committee shall:
- (a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under Chapter 473, Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to: ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the audit committee to be applicable to its particular requirements.
 - (b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
 - (c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the audit committee determines is necessary for the firm to prepare a proposal.
 - (d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.
 - (e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the audit committee shall recommend such firms as it deems to be the most highly qualified.
- (4) The City Commission shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the methods set forth in Section 218.391, Florida Statutes.
- (5) If the City is unable to negotiate a satisfactory contract with any of the recommended firms, the audit committee shall recommend additional firms, and negotiations shall continue in accordance with Section 218.391, Florida Statutes, until an agreement is reached.

Sec. 38-139. - Unsolicited proposals.

- (1) *Purpose.* A public-private partnership is a contractual agreement between a local government and a private sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public.

- (2) *Definitions.* For purposes of this section, the words defined in Section 255.065(1), Florida Statutes, (entitled "Definitions") including, without limitation, “qualifying project” and “private entity” shall have the same meaning in this section.
- (3) *Conditions for use.* The Purchasing Agent may receive unsolicited proposals for a qualifying project, subject to the conditions and procedures of this Section. Any unsolicited proposal shall include sufficient detail and information for the City to evaluate the proposal in an objective and timely manner, and shall be accompanied by the application fee set forth in subsection (5).
- (4) *Proposal contents.* Any unsolicited proposal shall include sufficient detail and information for the City to evaluate the proposal in an objective and timely manner and to determine if the proposal serves a public purpose and meets the criteria set forth in this Section.
 - (a) The following material and information is required to be submitted:
 - i. A description of the project, including the conceptual design of the facility; or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.
 - ii. A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.
 - iii. A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.
 - iv. The name and address of a person who may be contacted for additional information concerning the proposal.
 - v. The proposed user fees, lease payments or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments and other service payments over time.
 - vi. Any pricing or financial terms included in the unsolicited proposal must be specific as to when the pricing or terms expire.
 - (b) The following additional material and information must also be submitted in order for the City to review and evaluate the unsolicited proposal:
 - i. Description of the need for the project or facility and the public benefit to be served.
 - ii. A site plan indicating the location of the project propose.

- iii. The proposed schedule for development of the project or the proposed term for operation of the project, along with an estimate of the life cycle cost of the proposed project.
- iv. A list of all public utilities, railroad lines, navigable waters and flight paths, if any, that will be crossed or affected by the proposed project and a statement of the plan to accommodate such crossings or effects.
- v. Performance guarantees, if any, and any proposed bonding to be provided by the proposer, including ability to provide statutorily required public construction bonds or performance and payment bonds for construction of public facilities.
- vi. A listing of all proposed obligations and requirements of the City and any other governmental agencies, including, but not limited to, contributions to the project financing, development approvals and permitting.
- vii. Identification of whether the proposal involves turning over any operation, maintenance, or other responsibilities to the City, along with an estimate of costs.
- viii. Statement regarding ability to add capacity to the project if necessary.
- ix. Proposed safeguards to protect the City from additional costs or service disruption in the event of default or termination of contract.
- x. The names of owners, directors, and officers of the proposer, and such information as may be necessary to evaluate the qualifications of the critical personnel to be engaged in the project.
- xi. Information on how the project would benefit small business enterprises and local contractors within the City.
- xii. A list of all engineering or construction firms to be proposed on the project and their qualifications and a description of their role in the proposal and project.
- xiii. Signature of a responsible official or other representative authorized to obligate the proposer contractually.

- (5) *Application fee.* The City shall charge fees to the private entity proposer to cover the costs of processing, reviewing and evaluating any unsolicited proposal, including a fee to cover the costs of staff time, and attorneys, engineers, consultants and financial advisors retained to evaluate the proposal, advertise, provide recommendations to the City, or negotiate a contract.

- (a) All unsolicited proposals shall be accompanied by an initial application fee of \$5,000.00 payable to the City of Deerfield Beach in the form of a money order or cashier's check or other non-cancelable instrument. Personal checks will not be accepted. Proposals submitted without the application fee shall not be accepted.
 - (b) The City shall refund the application fee if the City determines that it will not evaluate the unsolicited proposal.
- (6) *Commission consideration.* If the City receives an unsolicited proposal for a qualifying project pursuant to this Section and the City Manager deems it to be in the best interests of the City to further evaluate the proposal or negotiate an agreement based on the proposal, the City Manager shall notify the City Commission of the receipt of the unsolicited proposal by placement of an item on the next available City Commission agenda to obtain the City Commission's approval to proceed with the evaluation and negotiation of a project based on the unsolicited proposal.
- (7) *Commission decision to proceed with evaluation.* If the City Commission votes to proceed with the evaluation of an unsolicited proposal involving architecture, engineering, or landscape architecture, the City must ensure a professional review and evaluation of the design and construction proposed by the initial or subsequent proposers to assure material quality standards, interior space utilization, budget estimates, design and construction schedules, and sustainable design and construction standards are consistent with public projects. Such review shall be performed by an architect, a landscape architect, or an engineer licensed by the State of Florida qualified to perform the review and such professional shall advise the City through completion of the design and construction of the project.
- (8) *Prior to review.* If the initial application fee does not cover the City's costs to evaluate the unsolicited proposal, the City shall request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the notice. The City may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts.
- (9) *Public notice.* If the City determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a competitive bidding period. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals to provide a reasonable opportunity to submit a bid. The entity submitting the original unsolicited proposal may submit a more detailed proposal in response to the City's notice. A copy of the notice must be mailed to each local government in the affected area of the qualifying project, which shall include Broward County or any special district in which all or a portion of the qualifying project is located.
- (10) *Receipt of proposals.* Sealed proposals in response to the public notice must be received by the Purchasing and Contract Administration Division no later than the time and date

specified for submission in the publication. Sealed proposals shall be accompanied by the initial application fee.

- (11) *Evaluation.* The selection of a proposer with whom to negotiate shall be in accordance with the Evaluation Committee procedures set forth within Section 38-116(1)(g).
- (12) *Evaluation criteria.* When performing an evaluation of any proposal under this Section, the following factors, along with all of the information required to be provided in the proposal, shall be considered, in addition to any others appropriate for the particular proposal:
 - (a) The proposal business terms, including the finance plans;
 - (b) Unique, innovative and meritorious methods, approaches, concepts, design techniques or cost reductions demonstrated by the proposal;
 - (c) Overall scientific, technical, or socioeconomic merits of the proposal;
 - (d) The proposer's capabilities, related experience, facilities, techniques or unique combinations of these;
 - (e) The professional qualifications, capabilities and experience of the proposer's team or key personnel critical to achieving the proposal objectives;
 - (f) The general reputation and financial condition of the proposer and its team members; the proposed finance plan; the financial viability and feasibility of the proposed project or facility; and the cost, if any, to the City to proceed with implementation of the proposal, including on-going operational or maintenance costs. The City may require the proposer to provide a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies;
 - (g) Any other information the City deems appropriate for evaluation of the proposed project or facility.
- (13) *Rejection of proposals.* If an unsolicited proposal, or competing proposal received after public notice, is not deemed by the Purchasing Agent to be complete or in sufficient detail, it may be rejected by the City Manager. The City shall have no responsibility to itemize or advise the proposer of the incomplete items or terms of the proposal. The City shall refund any portion of the application fee paid which, in the determination of the Purchasing Agent, exceeds the direct costs associated with evaluating the proposal up to the time of rejection. The City, in its discretion, reserves the right to reject all proposals at any point in the process prior to the full execution of a comprehensive agreement with a proposer.
- (14) *Comprehensive agreement.* The comprehensive agreement with the private entity shall contain at a minimum the terms and conditions set forth within Section 255.065(7), Florida

Statutes. The comprehensive agreement may authorize the private entity to impose fees to members of the public for the use of the facility in accordance with the provisions set forth within Section 255.065(8), Florida Statutes.

(15) *Public records.* Pursuant to Section 255.065(15), Florida Statutes:

- (a) An unsolicited proposal received by a responsible public entity is exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project.
- (b) If the City rejects all proposals submitted pursuant to a Sealed Competitive Method for a qualifying project and the City concurrently provides notice of its intent to seek additional proposals for such project, the unsolicited proposal remains exempt until the City provides notice of an intended decision concerning the reissued Sealed Competitive Method for the qualifying project or until the City withdraws the reissued Sealed Competitive Method for such project.
- (c) An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the City rejecting all proposals.
- (d) If the City does not issue a Sealed Competitive Method for a qualifying project, the unsolicited proposal ceases to be exempt 180 days after receipt of the unsolicited proposal by the City.
- (e) Any portion of a meeting of the City during which an unsolicited proposal that is exempt is discussed is exempt from Section 286.011, Florida Statutes and Section 24(b), Art. I of the State Constitution.
 - i. A complete recording must be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
 - ii. The recording of, and any records generated during, the exempt meeting are exempt from Section 119.07(1), Florida Statutes and Section 24(a), Art. I of the State Constitution until such time as the City provides notice of an intended decision for a qualifying project or 180 days after receipt of the unsolicited proposal by the City if the City does not issue a Sealed Competitive Method for the project.
 - iii. If the City rejects all proposals and concurrently provides notice of its intent to reissue a Sealed Competitive Method, the recording and any records generated at the exempt meeting remain exempt from Section 119.07(1), Florida Statutes and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision concerning the reissued Sealed Competitive Method or until the responsible

public entity withdraws the reissued Sealed Competitive Method for such project.

- i. A recording and any records generated during an exempt meeting are exempt for no longer than 90 days after the initial notice by the City rejecting all proposals.

Sec. 38-140. - Criminal background checks.

- (1) Except as otherwise set forth in law, for any contracts which require a contractor, subcontractor, consultant or sub-consultant to perform work in or on City property, as defined in Section 38-115 above, that is open to the public, where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly, or persons with special needs or where the services are of a nature which would reasonably warrant background checks, the Purchasing Agent shall include a requirement for a criminal background check for any person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property that is open to the public.
- (2) Contractors and consultants shall, at their expense, obtain a criminal background check, as defined in section 38-115 above, for each person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant having access to City property that is open to the public where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs, or where the services are of a nature which would reasonably warrant background checks, prior to beginning the work.
- (3) All criminal background checks must be conducted prior to any covered individual's initial access to the City's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included with the bid documents, the request for proposal or the request for qualifications certifying that background checks have been completed for all employees as set forth in subsection (2) above and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (4) below shall perform work on City property that is open to the public where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonably warrant background checks. Such affidavit shall be submitted to the contract administrator prior to any work being performed. Contractor or consultant shall maintain records of the criminal history checks for each person doing work on City property during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.
- (4) If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of

trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the contractor or consultant shall not assign the individual to any work in or on City property that is open to the public. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the City's express written authorization. In the event that the contractor or consultant intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.

- (5) The City reserves the right to approve or disapprove whether a contractor's or consultant's employees perform the services for the City. Disapproval would apply solely to the contract at issue and would have no bearing on the contractor's or consultant's employment of an individual outside of the contract.
- (6) The City may conduct its own independent background checks and bar any covered individual from accessing the City's property in its complete discretion. The contractor's or consultant's failure to comply with the terms of this provision shall be considered a material breach rendering the contractor or consultant in default and allowing immediate termination by the City.
- (7) At the discretion of the City Manager, this section shall not be applicable during a declared emergency situation, including, but not limited to, emergency cleanup of debris following a major storm.
- (8) To the extent that work is being done on City property, the criminal background check procedure shall apply to a Sealed Competitive Method or Written Quotations Method for contractors or consultants who seek to enter into a contract or award of money to perform governmental, quasi-governmental, social, or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Deerfield Beach, or that promote or assist community or neighborhood enhancements.

Sec. 38-141. - Reservation of rights.

- (1) The City Commission has full discretion to reject all bids and proposals and to waive minor irregularities in bids and proposals. The City Commission, by super majority vote, has the option to re-rank/re-evaluate the shortlisted firms. If the City Commission determines by a super majority vote that they wish to re-rank or re-evaluate the shortlisted firms resulting from evaluation based Sealed Competitive Method, all the Commissioners must review all materials both written and oral originally presented to the Evaluation Committee by the short listed firms prior to re-ranking. The vote to award based on the re-ranking may be by simple majority.

- (2) In the event a contractor breaches its contract with the City, and the City terminates the contract, within one year from the date of award of the contract, the City may award the contract to the next highest ranked responsible and responsive firm.

Sec. 38-142 - Verification of employment status.

Except as otherwise set forth in law, every City contractor and subcontractor shall comply with Section 448.095, Florida Statutes, including but not limited to the requirement to register with and use the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes, shall result in termination of the contract. Any challenge to the termination of a contract under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If a contract is terminated for a violation of the statute by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Sec. 38-143 – Beach Renourishment Projects

- (1) *Definition.* For purposes of this section, the following terms as are defined as follows:
 - a. “Parties” means the City of Deerfield Beach and the Town of Hillsboro Beach collectively.
 - b. “Project Management” means procurement and contracting; engineering; permitting; applying for local, state and federal third party funding; but shall not include work performed by City or Town employees.
 - c. “Renourishment Project” means a joint renourishment project undertaken by Hillsboro Beach and Deerfield Beach as described in the Agreement.
- (2) *Renourishment Project.* Pursuant to a settlement agreement entered into between the City and the Town of Hillsboro Beach, effective October 8, 2020 (the “Agreement”), the Parties have agreed to jointly perform, in coordination with each other, Renourishment Projects every 5 years for the term of the Agreement.
- (3) *Selection Committee.* The Parties will select the Renourishment Project contractor(s) in accordance with the qualifications-based selection process outlined in Section 287.055, Florida Statutes, as it may be amended from time to time or any superseding Florida Statute. The Selection Committee shall consist of the Hillsboro Beach Town Manager and the City of Deerfield Beach City Manager, or their designees, and one additional member from each of the Parties, for a total of two members from Hillsboro Beach and two members from Deerfield Beach.

The Selection Committee is authorized to review and rank proposals and issue a recommendation to the Parties. The Hillsboro Beach Commission and the Deerfield Beach Commission shall then meet in a joint session to discuss and

approve a proposal, or reject all of them. In the event that the Commissions reject all proposals, they may vote to solicit and advertise for other qualified bids.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. That the provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED FIRST READING THIS ____ DAY OF _____, 2021.

PASSED SECOND READING THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

~~ARTICLE IV. PROCUREMENT CODE~~

~~DIVISION 1. GENERALLY~~

~~Sec. 38-115. General.~~

- ~~(1) Chapter 38, Article IV shall be referred to as the city's "Procurement Code."~~
- ~~(2) The primary purpose of this procurement code is to encourage greater competition, ensure purchasing integrity and maximize the acquisition value of public funds while allowing for an efficient, flexible procurement operation.~~
- ~~(3) This procurement code applies to all city procurement of goods and/or services (including construction) and to the city's expenditure of public funds for such procurements. When the procurement involves the expenditure of federal, state or county assistance or grant funds, the procurement shall be conducted in accordance with any mandatory applicable federal, state and local laws and regulations. Nothing in this procurement code shall prevent the city from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.~~
- ~~(4) Availability of funds.~~
 - ~~(a) Funds must be available in the annual adopted budget for all procurement of goods and/or services or otherwise legally appropriated.~~
 - ~~(b) Unless otherwise designated by the city manager the user department director shall be responsible for the determination of availability of funds.~~

~~Sec. 38-116. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

- ~~(1) *Amendment* is a method of changing the terms and conditions or requirements of a contract or agreement beyond what is specifically provided for in the contract. All amendments must be approved with equal dignity and formality as the original contract signed by the appropriate awarding authority based on the total amount of all amendments unless otherwise delegated by resolution or in the contract.~~
- ~~(2) *Award* means the acceptance of a bid, offer, or proposal by the proper governmental authority.~~
- ~~(3) *Certified business entity (CBE)* shall have the same meaning as Florida Statute 288.703 which has been certified by the certifying organization or jurisdiction in accordance with Florida Statute 287.0943(1) and (2). The city shall rely upon the Florida Department of Management Services, Office of Supplier Diversity issued certifications in determining~~

~~any CBE preference established by Section 38-142, Disadvantaged business enterprise program.~~

- ~~(4) — City shall mean the City of Deerfield Beach.~~
- ~~(5) — City property shall mean buildings or structures owned by the city. It shall also mean sidewalks and streets and other infrastructure under the jurisdiction of the city.~~
- ~~(6) — Competitive solicitation means a formal process, including, but not limited to, sealed competitive bids, requests for proposals and requests for qualifications, by the city relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. The term shall also include any process by which the City officials or personnel are authorized to negotiate a contract pursuant to a competitive solicitation or an amendment to a contract that was entered into pursuant to competitive solicitation including the actual negotiation and final approval of such contract or amendment.~~
- ~~(7) — Cone of silence means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation as further set forth in section 38-140 of this Code.~~
- ~~(8) — Construction management entity/program management entity means an entity as defined in Section 255.103, F.S.~~
- ~~(9) — Consultants' Competitive Negotiations Act or (CCNA) is the common name for Section 287.055 of the Florida Statutes, as amended, concerning the procurement of architectural, engineering (including testing), landscape architecture, and registered land surveying and mapping services.~~
- ~~(10) — Contract means all types of binding agreements, regardless of what they may be called, for the procurement or disposal of supplies, services or construction.~~
- ~~(11) — Contract administrator means the city employee designated by the city manager or designee responsible for the management actions that must be taken to assure full compliance with all of the terms and conditions contained within the contract including payment, monitoring of progress, inspection and acceptance, quality assurance, contract closeout, and other related activities.~~
- ~~(12) — Contract modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, brand or model, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract. Such a modification if not provided for in the original contract must be effected by a formal amendment to the contract.~~
- ~~(13) — Contractor shall mean any natural person or entity which performs work as a contractor, subcontractor or consultant in or on city property.~~

- (14) ~~*Criminal background checks* shall be through a certified response from the Florida Department of Law Enforcement Computerized Criminal History (CCH) data base or as otherwise required by state law or city ordinance or independently by the city at the city's discretion at any time during the pendency of the work.~~
- (15) ~~*Design build* means a single contract with a design/build firm for the design and construction of a city construction project in accordance with Section 287.055, F.S.~~
- (16) ~~*Design criteria package* means concise, performance-oriented drawings or specifications of the project and shall include but not be limited to performance-based criteria as the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, and parking requirements, as may be applicable to the project.~~
- (17) ~~*Electronic means* relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.~~
- (18) ~~*Electronic signature* means a manual or electronic identifier or the electronic result of an authentication technique attached to, or logically associated with, a record that is intended by the person using it to have the same full force and effect as manual signature.~~
- (19) ~~*Emergency* means a threat to public health, welfare, safety, property or other substantial loss to the city, its residents or its businesses; an unforeseen combination of circumstances that calls for immediate action.~~
- (20) ~~*Evaluation/selection committee* is a group of persons appointed as provided in this Article to designate a vendor or vendors to provide goods or services, or both, for a particular project by ranking them in preferential order or by some other method. "selection committee" shall also include "selection/evaluation committee," "evaluation committee" or "audit committee."~~
- (21) ~~*Invitation to bid* means all documents, whether attached or incorporated by reference, utilized for soliciting formal bids.~~
- (22) ~~*Invitation to negotiate (ITN)* means a competitive solicitation process intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best outcome for the city. Evaluation of the responses is based on prior established criteria, which may include, but may or may not be totally limited to price.~~
- (23) ~~*Local business* means a business which, at least one year prior to the release date of the initial solicitation, has a valid local business tax receipt issued by the City of Deerfield Beach to do business in the City of Deerfield Beach and a physical business address located~~

within the limits of the City of Deerfield Beach from which its business is conducted. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

- (24) ~~Major irregularity means a variation from the competitive solicitation which would make the response conditional in nature, affects the proposed price, gives the offeror an advantage or benefit not enjoyed by other offerors, or adversely affects the fundamental fairness of the competitive solicitation process.~~
- (25) ~~Minor irregularity means a variation from the competitive solicitation which does not affect the proposed price, or give the offeror an advantage or benefit not enjoyed by other offerors, or does not adversely affect the fundamental fairness of the competitive solicitation process.~~
- (26) ~~Moral turpitude means a crime that is evidenced by an act of baseness, vileness or depravity in the private and social duties, which, according to the accepted standards of the time a person owes to his or her fellow person or to society in general, and the doing of the act itself and not its prohibition by statute fixes the moral turpitude.~~
- (27) ~~Offeror means a bidder, proposer, vendor, or other person or entity who submits a response to a competitive solicitation.~~
- (28) ~~Procurement card (P-Card) means a credit card officially assigned to specific employees under the purview of the purchasing agent for the purpose of transacting small and/or strategic purchases for goods, services or travel related expenses.~~
- (29) ~~Purchase means the acquisition of goods or services including construction.~~
- (30) ~~Purchase order means a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description, and price of the supplies, services, or construction ordered, and applicable terms as to payment, discounts, date of performance, transportation, and other factors or suitable references pertinent to the purchase and its execution by the vendor.~~
- (31) ~~Request for information or RFI means a non-binding method whereby input from interested parties for an upcoming solicitation is solicited to obtain comments, feedback or reactions from potential suppliers prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc. in order to assist in the finalization of technical specifications, design specifications, or a statements of work.~~
- (32) ~~Request for proposals or RFP means an evaluation based competitive solicitation method used to solicit proposals from prospective offerors for goods or services. An RFP is characterized by description of the desired results (scope of work) and the evaluation of proposal based on a predetermined set of evaluation criteria including price; however, price~~

need not be the primary factor. RFPs provide for the negotiation of all terms, including price prior to contract award and may include a provision for the negotiation of best and final offers from all proposers. RFP's may be a single step or multi-step process.

- (33) ~~Request for qualifications or RFQ (Non-CCNA) means a competitive solicitation method for selecting a pool of pre-qualified vendors whereby all vendors are invited to submit statements of qualifications and state their interest in performing a specific job or service. From these statements of qualifications, the city evaluates based on a set of predetermined criteria and determines which vendors shall be selected and pre-qualified for a subsequent invitation to bid or formal quote process.~~
- (34) ~~Response means a bid, proposal, statement of qualification or other type of response submitted by an offeror in response to a competitive solicitation issued by the city.~~
- (35) ~~Responsible bidder or proposer means an offeror who demonstrates the capability in all respects to perform fully the requirements set forth in the competitive solicitation, and the integrity and reliability which will assure good faith performance.~~
- (36) ~~Responsive bidder or proposer means an offeror who has submitted a response which conforms in all material respects to a competitive solicitation. A response of a responsive offeror must be submitted on the required forms, which contain all required information; signatures, notarizations, insurance, bonding, security, or other mandated requirements required by the competitive solicitation by the due date and time.~~
- (37) ~~Reverse auction means a procurement method wherein bidders, anonymous to each other, electronically submit real-time bids on designated goods or services.~~
- (38) ~~Single source means the only vendor or the only reasonable vendor capable of providing a service or commodity to the city because of standardization, warranty, or other factors even though other competitive sources may be available.~~
- (39) ~~Sole source means the only known vendor or the only reasonable vendor capable of providing a service or commodity to the city because of their unique ability or capability to meet the particular requirements of the solicitation, the only known vendor providing a proprietary product or service.~~
- (40) ~~Vendor means an actual or potential supplier of an item, service, or construction.~~
- (41) ~~Work means work in or on city property as set forth within the competitive solicitation or contract approved by the city.~~

Sec. 38-117. Purchasing agent.

The city manager shall appoint the purchasing agent. The purchasing agent, regardless of title, shall have the authority to implement the provisions of this article. The purchasing agent shall be responsible for the procurement of goods and services governed by this Code.

~~Sec. 38-118.—Waiver of competitive selection.~~

~~The city commission may waive all or specific provisions of this procurement code in such cases the commission finds that it is in the best interests of the city to do so, and that the waiver of competitive selection requirements will not inure to the financial disadvantage of the city. In no case may competitive solicitation requirements be waived where said waiver would constitute a violation of state or federal law or grant requirement.~~

~~Secs. 38-119—38-125. Reserved.~~

~~DIVISION 2.—COMPETITIVE SOLICITATION PROCESS.~~

~~Sec. 38-126.—Purchasing thresholds.~~

~~The following purchasing thresholds shall apply to all procurements, unless exempted pursuant to section 38-133 below, and shall be based on the cumulative or anticipated total fiscal year expenditure for each vendor.~~

- ~~(1) *Purchases up to \$4,999.99.* Department heads have authorization to purchase goods and services which are less than \$5,000.00 for a single purchase, subject to a valid current appropriation for the items to be purchased. Authorization for the purchase of the goods and services shall be made using a purchase order, pay authorization, or procurement card.~~
- ~~(2) *Purchases from \$5,000.00 to \$9,999.99.* For purchases of more than \$4,999.99 but less than \$10,000.00 a department head or designee shall seek, wherever practicable, three written quotes (which may be by electronic means). Award shall be made to the lowest responsive and responsible bidder able to meet the requirements of the request for quote. Purchases shall be requested by the department head or designee and shall be authorized by the purchasing and contracts administration division. Authorization for the goods and services shall be made using a purchase order or procurement card.~~
- ~~(3) *Purchases from \$10,000.00 to \$29,999.99.* Purchases of more than \$9,999.99 but less than \$30,000.00 must have three written quotes, except when impracticable, and shall be administered by the purchasing and contracts administration division. Award shall be made to the lowest responsive and responsible bidder able to meet the requirements of the request for quote. Purchases shall be requested by the department head or designee and shall be authorized by the purchasing agent. Authorization for the goods and services shall be made using a purchase order or procurement card. All purchases pursuant to this subsection shall be approved by the city manager in writing or by documented electronic means.~~
- ~~(4) *Purchases over \$30,000.00.* For purchases of \$30,000.00 or more the purchasing and contract administration division shall issue sealed competitive solicitations in accordance with applicable state statutes and this code, unless specifically exempted or waived under state law or this code.~~

- (5) ~~Change orders.~~ The city manager or designee is authorized to approve and initiate change orders determined in the judgment of the city manager or designee to be in the public interest as follows:
- (a) ~~All change orders decreasing the cost of the contract to the city; providing, however, such decrease does not materially alter the character of the work contemplated by the contract;~~
 - (b) ~~All change orders increasing the cost of the contract to the city, up to the threshold as defined in section 38-126(4), provided that sufficient budgeted funds are available.~~
 - (c) ~~All change orders increasing the cost of a construction contract, up to the threshold amount as defined in section 38-126(4) or ten percent of the original construction contract amount whichever is greater, provided that sufficient budgeted funds are available.~~
 - (d) ~~All other change orders must be formally approved by the city commission before work may be authorized to begin; and no claim against the city for extra work in furtherance of such change order shall be allowed unless prior written authorization has been provided, notwithstanding any other provision, contractual or otherwise.~~
 - (e) ~~Change orders shall not artificially be distributed or divided so as to bring the amount within the approval level of the city manager, and any such proposed change order shall include within it all logically connected work required to be done at the time of the proposal.~~
 - (f) ~~Work defined by the scope of a change order may not be commenced until obtaining final approval of the change order, except where such work is of an emergency nature as defined in section 38-133(3) of this Code.~~
- (6) ~~Procurement requirements shall not be artificially divided so as to constitute a smaller purchase, nor may the department make successive purchases for the same item from the same vendor in order to fall within the limits set for within subsections (1), (2) or (3) above in order to circumvent the procurement process set forth herein. The purchasing agent may implement additional procedures, consistent with these subsections, for all such purchases. The intentional or unintentional acts of a city employee that are in violation of this subsection shall be grounds for disciplinary action consistent with that employee's disciplinary personnel rules and procedures. For federally grant funded procurements, the purchasing agent may, when economically feasible divide the total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.~~
- (7) ~~Written contracts up to the threshold as defined in subsection 38-126(4) above for the purchase of goods or services may be executed by the city manager.~~

- (8) ~~The purchasing agent may take any actions necessary to implement the award of any solicitation including the approval of any renewal terms, provided that funding has been approved in the applicable fiscal year budget by the city commission. The city manager shall execute any renewal contract.~~
- (9) ~~A request for solicitations may be canceled by the purchasing agent before the opening of the solicitation. Any or all responses to solicitations may be rejected by the city manager in whole or in part when it is in the best interests of the city, and the reason(s) shall be made part of the purchasing file. When a solicitation was approved by the city commission, the rejection shall be made by the city commission.~~

~~Sec. 38-127. Competitive solicitations.~~

- (1) ~~Except as exempted, waived or otherwise specified herein, all purchases for goods and services and revenue generating and concession contracts meeting the threshold of section 38-126(4) (per fiscal year), shall be awarded only after a competitive solicitation process is employed based upon the discretion of the purchasing agent.~~
- (2) ~~General requirements.~~
 - (a) ~~Public notice.~~ Public notice of the proposed competitive selection and of evaluation committee meetings, if applicable, shall be given in accordance with applicable state statutes. Public notice of a competitive selection may also be provided electronically. In any event, at least ten business days (observed by the city) notice shall be provided in advance of the closing of any competitive solicitation unless otherwise specified by law.
 - (b) ~~Pre-solicitation conference, site visits.~~ A pre-solicitation conference and/or a site visit may be held at the option of the purchasing agent and may be either mandatory or optional at the discretion of the purchasing agent. The purpose of these events is to provide the city and prospective offerors the opportunity to clarify and discuss the solicitation process, terms and conditions, scope of services and specification, and visit the project site.
 - (c) ~~Competitive solicitation modification or interpretation.~~ The terms of a competitive solicitation may be modified or interpreted by a written addendum issued by the purchasing agent. Any such addendum shall be sent to each registered recipient and must be released within a reasonable amount of time prior to the closing date of the competitive solicitation.
 - (d) ~~Competitive solicitation opening.~~ Responses to competitive solicitations shall be opened publicly by the purchasing and contracts administration division on the date and at the time and place designated in the competitive solicitation. After opening each competitive solicitation, the bid amount (if issued pursuant to Chapter 255, Florida Statutes) and the respondent's name shall be recorded, signed by the purchasing agent or designee and witnessed, which may be electronically. Such

record shall be open to public inspection to the extent permitted by Section 119.071, F.S. and shall be made available to the public as provided by law.

- ~~(e) — *Late responses to competitive solicitations.* No late responses to competitive solicitations shall be accepted or opened if received after the date and time specified in the competitive solicitation. All late responses shall be returned, unopened to the bidder or offeror.~~
- ~~(f) — *Vendor's list.* The purchasing agent or designee will solicit sealed bids and proposals from all responsible prospective suppliers who have requested that their names be added to a "vendor's list" and who have indicated the types of commodities and contractual services they can provide. The purchasing agent may delete suppliers from this list that do not maintain accurate business addresses with the purchasing and contract administration Division or have not responded to correspondence and attempts to communicate with the vendor.~~
- ~~(g) — *Final decision on award.* The city commission shall make the final decision on any award based upon the processes set forth in the solicitation and this code.~~
- ~~(h) — *Cancellation of bids.* If the city manager determines that it is in the best interest of the city to do so, the purchasing agent may cancel a competitive solicitation up to five business days prior to closing date of the competitive solicitation.~~
- ~~(i) — All competitive solicitations shall contain the following statement, "A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list." All offerors shall also provide affirmation to statements of non-non collusion, and drug free workplace.~~
- ~~(j) — *Withdrawal of erroneous bids.* Withdrawal of erroneous bids/responses after bid opening may be permitted where appropriate, as determined by the purchasing agent a respondent alleging a material mistake may be permitted to withdraw its bid/proposal if the mistake is clearly evident or the respondent submits evidence which clearly and convincingly demonstrates that a mistake was made as determined by the purchasing agent in his/her sole discretion. Withdrawal means the respondent will not be considered for selection.~~
- ~~(k) — Offerors, including any principal, officer, agent or proposed subcontractor, shall have no record of judgments, pending lawsuits against the city or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the city commission. Offerors, including any principal, officer, agent or proposed subcontractor of offeror, shall not be in arrears or in default of any debt~~

or contract involving the city, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the city.

~~(3) Competitive solicitation methods.~~

- ~~(a) — Invitation to bid. An invitation to bid shall be used where the purchasing agent determines in his/her sole discretion, that the goods or services to be purchased are generally comparable from all sources and where price is the most significant factor in the award of the bid. The bid specifications may set forth various criteria regarding experience, qualifications and other matters to assure that the bids being considered are from responsible bidders who are qualified to provide the products or services. The purchasing agent may waive minor irregularities in the competitive solicitation process. Award shall be made to the lowest responsive and responsible bidder able to meet the requirements of the bid specifications. However, the city commission has full discretion to reject all bids and waive minor irregularities in the bid.~~
- ~~(b) — Request for a proposal. A request for proposal (RFP) shall be used where the purchasing agent determines in his/her sole discretion, that besides price, there will be a special need to consider, in greater depth, the ability of the proposer to provide the goods or services or the nature of the goods or services or where there may be a need for discretion or creativity in the manner in which the goods or services are provided. The purchasing agent may waive minor irregularities in the competitive solicitation process. The request for proposals shall set forth the evaluation criteria for evaluating and ranking the responsive and responsible firms.~~
- ~~(c) — Request for qualifications (non CCNA). A request for qualifications (RFQ) shall be used where the purchasing agent in his/her sole discretion determines that it is necessary to select a pool of pre-qualified vendors prior to releasing a subsequent competitive solicitation. The request for qualifications shall set forth the evaluation criteria for evaluating and ranking the responsive and responsible firms. If the commission approves the ranking and recommendation of the evaluation committee, those pre-qualified firms shall be the only firms eligible to submit a response to the subsequent competitive solicitation.~~
- ~~(d) — Invitation to negotiate. When the purchasing agent determines that procurement by an invitation for bids, request for proposals or request for qualifications or other solicitation method, is not in the best interest of the city, and that negotiation may be necessary for the city to receive the best value, he/she may procure commodities or other contractual services by competitive sealed replies through an invitation to negotiate (ITN). This section shall not apply to procurements governed by the CCNA.
 - ~~1. — Evaluation criteria. The invitation to negotiate shall state the criteria to be used in the evaluation of the replies and shall include its relative importance. Price may or may not be included and can be reserved for the negotiation phase.~~~~

- ~~2. — *Negotiations.* The city manager or designee shall appoint a negotiation team. Negotiations may be conducted with one or more respondents. Negotiations may be either sequential or concurrent as determined by the purchasing agent.~~
 - ~~3. — *Award.* Contract award shall be made to the responsive and responsible respondent determined to offer the best value to the city and who is determined to be most capable of assisting the city in achieving the objectives of the procurement, taking into consideration the evaluation criteria set forth in the ITN.~~
- ~~(e) — *Request for information.* When it is deemed necessary by the purchasing agent to assess the market, feasibility of a proposed project, service or commodity, or when vendor input to specifications or a scope of work would result in a more competitive and fair competitive solicitation process a request for information (RFI) may be issued requesting submission of unpriced offers, products or scopes of services which may be followed by subsequent competitive solicitation that is not limited to those firms who responded to the RFI.~~
- ~~(4) — *Evaluation committee procedures.*~~
- ~~(a) — An evaluation committee appointed by the city manager or designee shall be established consisting of at least one member from the using agency, but not consisting of all members from the using agency, and others who have expertise which will assist in the necessary evaluation of responses. The committee shall have a minimum of three members. All meetings of the evaluation committee shall be conducted in a manner consistent with the Sunshine Law and all proposers shall receive notice of public evaluation meetings by electronic communication. All committee members must be physically present at scheduled evaluation meetings where official acts are to be taken. All members shall be free of any conflicts of interest as set forth in Chapter 112, F.S.~~
 - ~~(b) — The evaluation committee shall evaluate all responsive responses based on the evaluation criteria which shall be stated in the competitive solicitation document and if the evaluation criteria is weighted, such information shall also be provided. The purchasing agent shall set forth a procedure for reviewing and scoring the responses that provides for an initial independent evaluation by each evaluation committee member and that provides each evaluation committee equal weight in the scoring and ranking the responses. The evaluation committee may discuss the responses at publically held evaluation committee meetings and reserves the right to amend their initial scores based on the discussions held.~~
 - ~~(c) — The evaluation committee may reduce the number of firms after the initial evaluation and ranking to a short list of a minimum of three (provided at least three firms applied) based on the ranking. The evaluation committee shall then hold~~

~~discussions, interviews, presentations or other similar proceedings with all short-listed firms at a subsequent meeting. In re-ranking the short-listed firms, the committee shall use the same criteria set forth in the competitive solicitation document and attempt to select the best qualified firm(s) for the particular project based upon the information provided during the discussions or interviews with the offerors or the presentations given by the offerors, and the materials presented and the responses.~~

~~(d) The evaluation criteria, in addition to price when applicable, shall include:~~

- ~~1. The ability, capacity and scale of the bidder/proposer to perform the contract;~~
- ~~2. Whether the bidder/proposer can perform the contract in the time specified, without delay or interference;~~
- ~~3. The character, integrity, reputation, judgment and experience and efficiency of the bidder/proposer;~~
- ~~4. The quality of performance on previous public or private contracts of a similar nature;~~
- ~~5. The previous and existing compliance by the bidder/proposer with laws and ordinances relating to the contract;~~
- ~~6. The ability of the bidder/proposer to provide future maintenance and services if needed;~~
- ~~7. Whether the bidder/proposer has the required licenses or certifications;~~
- ~~8. Alternate or additional criteria may be used in the discretion of the purchasing agent based upon his/her determination of the factors which will enable the city to obtain the goods or services requested at the best value and in the most efficient and cost effective manner.~~
- ~~9. This section does not apply to competitive solicitations issued pursuant to F.S. § 287.055, Consultants Competitive Negotiation Act (CCNA). For CCNA solicitations the criteria shall be consistent with the requirements of F.S. § 287.055.~~

~~(e) The ranking and the evaluation committee's recommendation shall be reported to the city commission. The city commission, by majority vote, has the option to either (1) approve the evaluation committee's ranking/evaluation and recommendation; (2) recommend rejection of all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFP or RFQ and the evaluation~~

~~committee may either ratify the ranking/evaluation or re-rank the firms. The city commission reserves the right to re-rank in accordance with section 38-130.~~

- ~~(f) The purchasing agent may implement additional procedures and rules to implement and support the intent of this subsection.~~

~~(5) Exemption from public records and public meeting requirements.~~

- ~~(a) Responses received by the city pursuant to a competitive solicitation are exempt from the Public Records Law (F.S. § 119.07) until such time as the city provides notice of an intended decision or within 30 days after opening the bids, proposals or final replies, whichever is earlier, unless it is competitive solicitation for construction or repairs on a public building or public work, in which case the responses shall be opened in compliance with F.S. § 286.011, the name of each bidder and the price submitted in the bid shall be announced, and the name of each bidder and the price submitted in the bid shall be made available upon request.~~
- ~~(b) For the purposes of this subsection "proposer" shall mean a person or company which responds to a request for proposals or a request for qualifications.~~
- ~~(c) Any portion of a meeting at which a negotiation with a proposer is conducted pursuant to a competitive solicitation, at which a proposer makes an oral presentation or answers questions as part of the competitive solicitation process shall be exempt from the Sunshine Law in accordance with F.S. § 286.0113.~~
- ~~(d) Any portion of an evaluation committee meeting at which negotiation strategies are discussed by the evaluation committee shall be exempt from the Sunshine Law in accordance with F.S. § 286.0113.~~
- ~~(e) A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.~~
- ~~(f) The recording of, and any records presented at the exempt meeting are exempt from the Public Records Law (F.S. § 119.07) until such time as the City provides notice of an intended decision or until 30 days after opening the proposals whichever occurs earlier.~~
- ~~(g) If the city rejects all competitive solicitations and concurrently provides notice of its intent to reissue a competitive solicitation, rejected bids, proposals or replies remain exempt from the Public Records Law (F.S. § 119.07) until such time as the city provides notice of an intended decision concerning the reissued competitive solicitation or until the city withdraws the reissued competitive solicitation. A bid, proposal or reply is not exempt for longer than 12 months after the initial city notice rejecting all bids, proposals or replies. The recording and any records presented at an exempt meeting remain exempt from the Public Records Law (F.S. § 119.07) until such time as the city provides notice of an intended decision concerning the~~

~~reissued competitive solicitation or until the city withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial city notice rejecting all proposals.~~

- ~~(h) — The public notice of the evaluation committee meeting shall state that the portion of the meeting at which the proposer makes a presentation or answers questions and the portion of the meeting at which the evaluation committee discusses negotiation strategies are exempt from the Sunshine Law in accordance with F.S. § 286.0113.~~

~~Sec. 38-128. Local business preference program.~~

~~*Local business preference program.* The city hereby establishes a local business preference program to facilitate local business participating in the competitive solicitation process.~~

- ~~(a) Except where prohibited by federal, state or city law, or funding source restriction mandates to the contrary, in the purchase of goods or general services governed by the procurement code, preference shall be awarded to local businesses in the following manner:
 - ~~(1) When a responsive, responsible nonlocal business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses is within five percent of the bid submitted by the nonlocal business, then such local businesses shall have the opportunity to submit, within five calendar days of notification by the purchasing agent, or designee a best and final bid equal to or lower than the amount of the low bid previously submitted by the nonlocal business. Thereafter, contract award shall be made to the responsive, responsible business submitting the lowest and best and final bid. In the case of a tie in the best and final bid between a local business and a nonlocal business, contract award shall be made to the local business.~~
 - ~~(2) For all other competitive solicitations where the objective factors used to evaluate the responses from proposers are assigned point totals. Where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the local vendor will adjust upward by five percent.~~
 - ~~(3) The determination as to whether a bidder or proposer is a local business shall be made by city staff based upon documentation submitted by the bidder or proposer at the time of bid or proposal submission as verified by staff.~~~~
- ~~(b) This section shall not apply to professional services procured pursuant to the State of Florida Consultants Competitive Negotiations Act, nor to purchases which are considered exempt procurement as per section 38-133.~~
- ~~(c) An eligible bidder or proposer must satisfy the criteria set forth below. The city has sole discretion in determining whether a business meets the following criteria to qualify for a local business preference:~~

- (1) ~~A bidder or proposer shall complete, fully execute and provide all required information contained in the competitive solicitation related to the local business preference requirements; and~~
- (2) ~~In order to qualify for local bidder preference an offeror seeking local vendor preference shall have no history within the prior five years of non-performance, delinquent fees, liens or code violations.~~
- (d) ~~In accordance with 2 CFR §200.319(b), the city's local business preference program shall not apply to solicitations utilizing federal funding sources.~~

~~Sec. 38-129. Electronic commerce, electronic signatures, and on-line procurement of goods and services.~~

On-line procurement. ~~The purchasing agent is authorized to pursue electronic commerce and on-line procurement of goods and services through the use of electronic means including the use of electronic signatures and to develop procedures to implement the procurement code by such means. Procurement by electronic means includes, but is not limited to, the advertising, posting and receipt of competitive sealed bids, competitive sealed proposals and informal quotations, reverse auctions, vendor registration and any other current or future procurement method or process. The purchasing agent may develop procedures regarding identification, security, confidentiality and the utilization of digital signatures.~~

~~Sec. 38-130. Commission reservation of rights.~~

~~The city commission has full discretion to reject all bids and proposals and to waive minor irregularities in bids and proposals. The city commission, by super majority vote, has the option to re-rank/re-evaluate the shortlisted firms. If the commissioners determine by a super majority vote that they wish to re-rank or re-evaluate the shortlisted firms resulting from evaluation based competitive solicitation process, all the commissioners must review all materials both written and oral originally presented to the evaluation committee by the short listed firms prior to re-ranking. The vote on the re-ranking may be by simple majority.~~

~~Sec. 38-131. Verification of employment status.~~

~~Except as otherwise set forth in law, for any competitive solicitations which contemplate a contractor, subcontractor, consultant or sub-consultant to perform work in or on city property shall include a requirement that the successful respondent to any competitive solicitation uses the services of E-Verify to confirm the legal status of all persons performing services.~~

~~Sec. 38-132. Criminal background checks.~~

- (1) ~~Except as otherwise set forth in law, for any contracts which require a contractor, subcontractor, consultant or sub-consultant to perform work in or on city property, as defined in section 38-116 above, where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or~~

~~persons with special needs or where the services are of a nature which would reasonably warrant background checks, the purchasing agent shall include a requirement for a criminal background check for any person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant who is doing the work in or on city property.~~

- ~~(2) — Contractors and consultants shall, at their expense, obtain a criminal background check, as defined in section 38-116 above, for each person employed by or under contract with the contractor, subcontractor, consultant or sub-consultant having access to city property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonably warrant background checks, prior to beginning the work.~~
- ~~(3) — All criminal background checks must be conducted prior to any covered individual's initial access to city's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included with the bid documents, the request for proposal or the request for qualifications certifying that background checks have been completed for all employees as set forth in subsection (2) above and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth within subsection (4) below shall perform work on city property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonably warrant background checks. Such affidavit shall be submitted to the contract administrator prior to any work being performed. Contractor or consultant shall maintain records of the criminal history checks for each person doing work on city property during the contract period and for one year thereafter and shall make such records available for inspection and verification by city.~~
- ~~(4) — If such a check reveals a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime, the contractor or consultant shall not assign the individual to any work in or on city property. If such a check reveals any of the foregoing after access has already been granted, any access privileges already granted shall be immediately revoked and shall not be reinstated without the city's express written authorization. In the event that the contractor or consultant intends to hire new personnel to perform the required services, the background checks should be initiated at the time of the hire.~~
- ~~(5) — The city reserves the right to approve or disapprove whether a contractor's or consultant's employees perform the services for the city. Disapproval would apply solely to the contract at issue and would have no bearing on the contractor's or consultant's employment of an individual outside of the contract.~~

- (6) ~~The city may conduct its own independent background checks and bar any covered individual from accessing the city's property in its complete discretion. The contractor's or consultant's failure to comply with the terms of this provision shall be considered a material breach rendering the contractor or consultant in default and allowing immediate termination by the city.~~
- (7) ~~At the discretion of the city manager, this section shall not be applicable during a declared emergency situation, including, but not limited to, emergency cleanup of debris following a major storm.~~
- (8) ~~To the extent that work is being done on city property, the criminal background check procedure shall apply to a competitive solicitation process for contractors or consultants who seek to enter into a contract or award of money to perform governmental, quasi-governmental, social, or human services primarily for charitable, benevolent, humanitarian, or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living, or general welfare of people in the City of Deerfield Beach, or that promote or assist community or neighborhood enhancements.~~

~~Sec. 38-133. Exempt procurements; emergency procurements.~~

- (1) ~~The following procurements are exempt from the provisions of the Procurement Code, Chapter 38, Article IV, when properly budgeted or subject to future appropriations and authorized by the city manager or designee or city attorney for legal services and services related to litigation and any contracts for such procurements may be executed by the city manager or the city attorney for legal services:~~
 - (a) ~~Arts and entertainment (artistic services, performing artists, entertainment and amusements at festivals or special events);~~
 - (b) ~~Advertising services;~~
 - (c) ~~Legal services (attorney, paralegal, expert witness, appraisal, mediator services), and outside legal services;~~
 - (d) ~~Health services (substance abuse, mental health, examination, diagnosis, treatment, prevention, medical consultation, Medicaid services);~~
 - (e) ~~The purchase of goods or services where licensing, warranty or compatibility requirements limit the selection to the original equipment manufacturer, manufacturer's service representative or distributor of the manufacturer's equipment, or authorized repair facility, including but not limited to purchases of parts, repairs or maintenance services for field equipment (ex. pump generators, specialized field equipment, etc.);~~

- ~~(f) — Training, education and travel (continuing education events or programs offered to and paid by the general public, education reimbursements, budgeted travel and travel expenses, meal and subsistence expenses incurred during such travel or events, training and education expenses for services provided to injured employees for worker compensation, lectures or professional training services provided to employees);~~
- ~~(g) — Government to government (services or commodities provided by governmental agencies, contracts with other government entities or agencies for public services, franchises for municipal service or other public services, provided said franchises have been approved by the city commission);~~
- ~~(h) — Miscellaneous payments (utility bills and similar regular operating expenses, payroll and related payments including temporary employees, subscriptions and membership dues, insurance billings, postage, postage meter permits and similar matters, authorized debt service, debts, judgments, or pursuant to court orders, authorized donations or scholarships);~~
- ~~(i) — The purchase of goods or tangible property specifically purchased for resale to the general public;~~
- ~~(j) — Procurements with other governmental agencies or agencies for public service, including but not limited to, any supplies, materials, equipment, projects, public works projects, or improvements, construction, or services which have been procured pursuant to the official procedure of said other governmental agencies. Such procurements shall include:

 - ~~1. — The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.~~
 - ~~2. — A variety of arrangements whereby two or more public procurement units purchase from the same vendor or multiple vendors using a single ITB, RFP or competitive solicitation method.~~
 - ~~3. — Contracts which were awarded or authorized by other governmental agencies in conformance with Florida Statutes and which were procured pursuant to the procedure of such other governmental agencies.~~~~
- ~~(2) — The following procurements are exempt from the provisions of the Procurement Code, Chapter 38, Article IV. When such procurements exceed the threshold amount set forth in section 38-126(4), such procurements shall require the approval of the city commission. When such procurements are under the threshold amount set forth in section 38-126(4) and are properly budgeted they may be authorized by the city manager and any written contracts resulting from such procurements may be signed by the city manager.~~

- (a) ~~Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the commission, shall be required for all such contracts in excess of the competitive selection threshold, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.~~
- (b) ~~Sole/single source purchases where sufficient documentation and justification has been provided by the using department, recommended for approval by the purchasing agent, and certified by the city manager as to the following:~~
- ~~1. There is only one source for the required goods or services; or~~
 - ~~2. A contract may be awarded without competitive selection in the following circumstances when the purchasing agent determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods or services but due to:~~
 - ~~a. The exclusive distribution rights of the vendor; or~~
 - ~~b. The vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using city department and no other product or service will be suitable for use by the using department; or~~
 - ~~c. The vendor has special ability to provide unique spare parts or unique emergency repair service; or~~
 - ~~d. The vendor has unique historical, institutional knowledge and experience which will provide a continuity of service, efficiency and cost effectiveness not available from any other vendor; or~~
 - ~~e. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used; or~~
 - ~~f. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency; or~~
 - ~~g. The unique and specialized expertise of one source of services is unlikely to be obtained from any other source.~~
- (c) ~~Contracts for licensed computer software, web based applications and maintenance for such software and applications; this exemption from competitive procurement shall not apply if the estimated cost for such computer software exceeds~~

~~\$100,000.00 and is not part of an existing software or web-based application system. This exemption does not apply to commercial off the shelf (COTS) software that is available for purchase from multiple vendors.~~

~~(3) — *Emergency purchases.* It is the intent of the city commission to grant the city manager the authority to act during an emergency to protect the public health, safety and welfare, in certain circumstances, without the prior approval of the city commission including the execution of required contracts. For the purposes of this subsection a non-declared emergency shall mean an adverse condition or circumstance in which the public health, safety or welfare is immediately and significantly threatened. A significant interruption or delay in the provision of municipal services shall be deemed an immediate threat to the public welfare. A declared emergency shall be such emergency as declared by the appropriate federal, state or local official.~~

~~1. — *Declared emergencies.*~~

- ~~a. — Upon declaration of a federal, state or local emergency effecting Deerfield Beach, and without further approval of the city commission, the city manager shall have authority to enter into a contract up to a total of \$100,000.00 for emergency goods and services, without prior city commission approval and without formal bidding or other competitive selection. Notwithstanding this provision, the city manager shall have the authority to contract for an additional \$100,000.00 for emergency goods and services, if it is not possible to obtain a quorum for a meeting of the city commission during a declared emergency, which is convened to consider such expenditure. The circumstances satisfying these conditions shall be recorded in a memorandum by the city manager as soon as feasible and placed on file with the purchasing agent and copied to the city commission. The city shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the city manager.~~
- ~~b. — In a declared emergency, the city commission may enter into a contract without formal bidding or competitive solicitation, by majority vote of those commissioners attending a meeting, without limitation on the contract amount. The city shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the city commission.~~
- ~~c. — In a federal or state declared emergency effecting Deerfield Beach, the city shall attempt, to the greatest extent possible, to comply with federal grant/reimbursement procurement regulations.~~

2. ~~Non-declared emergencies.~~

- a. ~~A non-declared emergency effecting Deerfield Beach, and without further approval of the city commission, the city manager shall have authority to enter into a contract up to a total of \$50,000.00 for emergency goods and services, without prior city commission approval and without formal bidding or other competitive selection. Notwithstanding this provision, the city manager shall have the authority to contract for an additional \$50,000.00 for emergency goods and services, if it is not possible to obtain a quorum for a meeting of the city commission during a non-declared emergency, which is convened to consider such expenditure. The circumstances satisfying these conditions shall be recorded in a memorandum by the city manager and placed on file with the purchasing agent and copied to the city commission within 15 days of the purchase. The city shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the city manager.~~
 - b. ~~In a non-declared emergency, the city commission may enter into a contract without formal bidding or competitive solicitation, by majority vote of those commissioners attending a meeting, without limitation on the contract amount. The city shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so as determined in the sole discretion of the city commission.~~
 - c. ~~Funds for non-declared emergency purchases shall have been appropriated by the city commission in the annual budgets of the city, or must otherwise be readily available in a reserve account, or in the un-appropriated fund balance. Such funds shall be later transferred into an applicable appropriated fund. No expenditure provided for herein shall be made unless current funds are available, and unencumbered, and as otherwise provided by law.~~
3. ~~All formal bidding requirements shall be suspended, and the purchasing agent shall employ sound purchasing practices including requests for quotations and proposals, either orally or in writing, or comparative pricing, whenever prudent and practicable to do so.~~
4. ~~Any contract entered into pursuant to this subsection shall not continue beyond the declared or non-declared emergency, or when necessitated to ensure continuity of operations until such time as a contract for the emergency goods or services is established which complies with the provisions of the Procurement Code, Chapter 38, Article IV which shall be diligently pursued.~~

Sec. 38-134. — Procurement of insurance and financial borrowing.

- (1) — ~~The insurance and financial borrowing markets are volatile and based upon a number of market factors, which vary in substance and importance. Therefore, the city commission has determined that a flexible approach that allows the city to be proactive towards favorable market conditions and encourages competition will best serve the city's interest. The procedure for procuring insurance and financial borrowing, including but not limited to property and casualty insurance, health and life insurance, underwriting services, bond underwriting, bond financing and refinancing, bank loans or lease purchase financing shall be accomplished in the following manner:~~
- (a) — ~~The city shall procure insurance and financial borrowing, as needed from time to time, through the solicitation process established in this section. The method of the procurement shall be through a request for proposals (RFP), except for those situations where an alternative process is required by law or authorized by the City Commission. To procure the purchase of insurance or financial borrowing, the following procedure must be followed:~~
- (i) — ~~As directed by the chief financial officer (CFO) for financial borrowing, or the chief human resources office (CHRO) for insurance, the city's contracted agent, consultant or broker, herein collectively referred to as agent, shall distribute the RFP including all relevant specifications, terms, conditions and legal requirements, The agent shall be contracted by the city pursuant to this procurement code and the contract shall include services for the agent to solicit the market on behalf of the city for financial borrowing or insurance, as applicable.~~
- (ii) — ~~Sealed proposals shall be received by the purchasing agent or designee and opened in accordance with Sunshine Law and this procurement code. Proposals may be received via hardcopy or electronic format as instructed in the RFP. No late submittals shall be accepted.~~
- (iii) — ~~An evaluation committee as appointed by the city manager shall conduct evaluations pursuant to Subsection 38-127(4) of this procurement code. The city reserves the right to further negotiate prices, terms and conditions with the firms submitting proposals.~~
- (iv) — ~~The CFO or CHRO shall submit the evaluation committee's recommendation, summary of evaluations and negotiations, and applicable contract documents to the city commission. The city commission shall make a final determination of award or selection by resolution and reserves all rights contained in this procurement code.~~
- (v) — ~~The city commission's award and approval of the terms of a bond agreement or insurance agreement shall grant the city manager and underwriter, in the case where bond underwriting or insurance underwriting services are~~

awarded, the authority to take all necessary actions and execute all contract documents, including the approval of the final interest rate.

- (2) ~~No annual insurance contract secured through this procedure shall be renewed more than twice with the same insurance company without being marketed, except as otherwise approved by the city commission.~~
- (3) ~~*Emergency purchase.* In the case of an apparent emergency which requires immediate purchase, the city commission may award a contract after such investigation on and upon such terms and conditions as it deems to be in the best interest of the city.~~

~~Sec. 38 135. Federal and state projects; federal grants.~~

- (1) ~~*Housing and Urban Development Act (HUD).* For the purposes of complying with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701(u), (hereinafter referred to as section 38-1353), the city wishes to adopt procedures to implement Section 3 in compliance with 24 CFR, Part 135. The City of Deerfield Beach has adopted a Section 3 plan (the plan is on file with the city clerk and director of community development) for said implementation which shall be applicable to all HUD finance assisted projects, such as CDBG or NSP1 or such other programs where federal law requires application of Section 3 (the plan is on file with the city clerk and director of community development). In such cases, the goals and objectives and any necessary preference or requirements determined necessary by the city to comply with Section 3 and 24 CFR, Part 135, shall be included in any bid specifications and contract awarded based on said specifications. The purpose of this provision is to authorize the undertaking of all necessary measures to assure compliance with Section 3 bidding and contracting process where Section 3 is applicable under federal law.~~
- (2) ~~*Residential rehabilitation local housing assistance plan (LHAP) projects.* Award of each project shall be made by a consultant if the city has contracted with a consultant to administer the LHAP program or by the applicable city department or division through a competitive bidding process as follows:~~
 - (a) ~~All responsive and responsible pre-qualified contractors that were selected for LHAP construction services through the city's competitive solicitation process and were approved by the city commission shall be invited to bid (except disqualified firms). The invitation to bid shall be issued by the consultant or by the purchasing agent if the city has not contracted with a consultant to administer the LHAP program.~~
 - (b) ~~Bids shall be submitted in a sealed envelope which shall be clearly identified as a bid on the exterior of the envelope and delivered to the address specified in the bid documents.~~
 - (c) ~~No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened to the bidder.~~

- (d) ~~Minor irregularities in bids may be waived by the consultant after consultation with the city's purchasing agent.~~
- (e) ~~Award of projects \$50,000.00 or less shall be made to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications by the consultant or by the purchasing agent if the city has not contracted with a consultant to administer the LHAP program.~~
- (f) ~~Award of projects over \$50,000.00 shall be made by the city commission to the lowest responsive and responsible bidder able to meet the particular requirements of the bid specifications.~~
- (3) ~~FEMA grant and cooperative agreements requirements (\$25,000 or more). Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension). These regulations restrict awards, sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ I; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions (www.sam.gov). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.~~

~~Secs. 38-136 – 38-138. Reserved.~~

~~Sec. 38-139. Protests.~~

- (1) ~~Any respondent (also known as bidder/proposer) to a competitive solicitation who is aggrieved in connection with the pending award of a competitive solicitation or any element of the process leading to the award of a competitive solicitation may protest to the purchasing agent. A protest must be filed no later than the close of business on the fifth business day after the first date that the respondent to the competitive solicitation knew or should have known of the facts giving rise to the protest, but no later than the close of business on the fifth business day after notification of intent to award or notification of the recommendation of the selection/evaluation committee or any right to protest is forfeited. It shall be the sole responsibility of the respondent to verify the operating hours of the city. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest is received by the purchasing agent together with the protest fee. Delivery may be by hand delivery, regular mail, certified mail or electronic mail.~~

- (2) — Upon receipt of a protest of the pending award of a competitive solicitation, the purchasing agent shall review the charge to determine whether the protest was timely filed. If upon review the purchasing agent determines that the protest was not timely filed, the purchasing agent shall dismiss the protest. If it is determined that the protest was timely filed, the purchasing agent shall notify all bidders/proposers of the protest and inform them of the scheduled hearing before the city commission and of their right to intervene. Any bidder/proposer may formally intervene in the proceeding by filing a request to intervene with the purchasing agent within three business days of receipt of such notice. Delivery may be by hand delivery, regular mail, certified mail or electronic mail.
- (3) — The purchasing agent shall require a protest fee from a protester to compensate the city for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire protest fee shall be returned to the protester. If the protest is not decided in the protester's favor, the protest fee shall be forfeited to the city. The protest fee shall be in the form of a cashier's check or a payment bond. The protest fee shall be in the amount of (i) \$1,000.00 for estimated contract awards in the annual amount of \$100,000.00 or less, or (ii) for estimated contract awards in an annual amount that exceeds \$100,000.00 annually, one percent of the annual amount of the pending award, with a maximum deposit of \$10,000.00. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the city's estimated contract price, in the city's sole opinion.
- (4) — The protester and intervener(s) may file written documentation relating to the protest with the purchasing agent. It shall be the obligation of such protester or intervener(s) to deliver said documentation at least one week prior to city commission action on the protest.
- (5) — The city commission may hear from the protester and intervener(s) in its discretion or may dispose of the protest without permitting presentations on the protest. If, on its face, the protest does not state sufficient cause to warrant remedial action, the city commission may deny the protest without further participation by the protester or intervener(s). The commission, in its sole discretion, may deny the protest, grant the relief requested by the protest, fashion relief or remedial action as it deems appropriate, or reject all responses and begin the competitive solicitation process again.
- (6) — The protest procedures shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the city, or that promote or assist community or neighborhood enhancements.

Sec. 38-140. — Cone of silence.

- (1) — *Prohibited communication.* Except as set forth in subsection (4), during the course of a competitive solicitation, a cone of silence shall be in effect between:

- ~~(a) — Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a competitive solicitation, including a person or entity's representative; and~~
 - ~~(b) — Any city commissioner, the city manager or any person or group of persons appointed or designated by the city commission or the city manager to evaluate, select, or make a recommendation to the city commission or the city manager regarding a competitive solicitation, including any member of the selection committee.~~
- ~~(2) — *Effective dates.* A cone of silence shall begin and shall end for competitive solicitations as follows:~~
- ~~(a) — A cone of silence shall be in effect during a competitive solicitation process beginning upon the advertisement for the competitive solicitation or during such other procurement activities as declared by the city commission.~~
 - ~~(b) — The cone of silence shall terminate at the time the city commission takes final action or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation process.~~
- ~~(3) — *Notice.* When the cone of silence becomes effective for a particular competitive solicitation, the city manager or designee shall provide notice of the cone of silence to the city commission. The solicitation document for the goods or services shall generally disclose the requirements of this section.~~
- ~~(4) — *Permitted communication.*~~
- ~~(a) — The cone of silence shall not apply to written or oral communications with legal counsel for the city or the purchasing and contract administration division staff for the city.~~
 - ~~(b) — Nothing contained in this section shall prohibit any person or entity subject to this section from:~~
 - ~~1. — Making public presentations at pre-bid conferences or at a selection or negotiation meeting related to the competitive selection.~~
 - ~~2. — Engaging in contract negotiations with the entity selected to negotiate the terms of the agreement or with the city commission during a public meeting.~~
 - ~~3. — Making a public presentation to the city commission during any public meeting related to the competitive solicitation.~~

4. ~~Communicating with the person or persons designated in the competitive solicitation as the contact person for clarification or information related to the competitive solicitation. The contact person shall not be a member of the selection/evaluation committee or the person designated to negotiate the agreement, except as otherwise provided for in subsection (4)(a) above.~~
- (c) ~~The purchasing agent and the city attorney shall accept written communications from persons or entities subject to this section during the time a cone of silence is applicable to a competitive solicitation.~~
- (5) ~~*Violations.* Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by the city commission.~~
- (6) ~~The cone of silence shall not apply to a competitive process which seeks to enter into a contract or award of money to perform governmental, quasi-governmental, social or human services primarily for charitable, benevolent, humanitarian or other philanthropic purposes, such as the award of grants or support assistance to organized nonprofit entities that promote or assist with the care, education, health, standard of living or general welfare of people in the City of Deerfield Beach, or that promote or assist community or neighborhood enhancements.~~

~~Sec. 38-141. Ethics in procurement.~~

- (1) ~~Any attempt by city employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this division is also a breach of ethical standards. The provisions of city ordinances, county ordinances and state statutes shall be strictly enforced to preserve the public trust.~~
- (2) ~~The city shall not execute a contract if there has been a violation of this section, any ethics provision of a procurement solicitation, or any local, state, or federal law, including but not limited to:~~
 - (a) ~~Conflicts of interest;~~
 - (b) ~~Kickbacks;~~
 - (c) ~~Solicitation of procurement by payment of a gratuity or offer of employment;~~
 - (d) ~~Acceptance of a gratuity or offer of employment resulting from solicitation of procurement;~~
 - (e) ~~Violations of the cone of silence;~~
 - (f) ~~Any other improper or unlawful attempt to influence the outcome of a procurement.~~

- (3) ~~Unauthorized purchasing practices.~~ An unauthorized purchase occurs when any employee of the city orders, contracts for or buys any services, materials or supplies outside the purview of the city charter and/or this Code. Any individual making an unauthorized purchase may be subject to disciplinary actions as appropriate, which may include termination and/or prosecution. The following are unauthorized purchasing practices:
- (a) ~~Artificially dividing purchases into multiple segments in an attempt to issue single orders below the dollar threshold requirements as established herein (also known as "stringing" or "splitting purchase orders") is prohibited.~~
 - (b) ~~Purchasing any supplies or services above the thresholds delineated herein directly from a vendor, bypassing the purchasing and contracts administration division.~~
 - (c) ~~Committing to a purchase without issuance of an authorized purchase order, when one is required.~~
 - (d) ~~Obtaining items available on an existing city term contract from a supplier that does not hold the contract.~~
 - (e) ~~Providing false information such as false quotations (without actually contacting and obtaining a quotation, bid or proposal from a vendor).~~
 - (f) ~~Adding unauthorized purchases to previously approved purchase orders without approval of the appropriate approval authority and subsequent modification of the purchase order.~~
- (4) ~~Any contracting entity who is involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or requests for proposals shall be excluded from competing for such procurements.~~

~~Sec. 38-142. Disadvantaged business enterprise program.~~

- (1) ~~Policy statement.~~ The City of Deerfield Beach stands committed to providing equal opportunities in the competitive solicitation process to all vendors seeking to do business with the city, including consultants, contractors and their subcontractors who are certified business entities (CBEs) including small business enterprises (SBEs), minority business enterprises (MBEs), women business enterprises (WBEs) and veteran business enterprises (VBEs).
- (2) ~~Establish disadvantaged business enterprise program.~~ The City of Deerfield Beach hereby establishes a disadvantaged business enterprise program to encourage and foster the participation of CBEs, in the city's competitive solicitation process by providing preference to CBEs as further detailed herein.
- (3) ~~Certification.~~ The city will accept CBE certifications from offerors, including their subcontractors identified in their response, as defined and certified by the Florida

Department of Management, Office of Supplier Diversity or other certifying organizations or jurisdictions in accordance with Section 287.0943 (1) and (2) Florida Statutes.

- (4) ~~Exceptions. The disadvantaged business enterprise program shall not apply to a competitive solicitation process when prohibited by law, contract, grant, funding source or other regulation applicable to the competitive solicitation process, contract, or funding source, or when the city acts as the lead agency for a cooperative procurement.~~
- (5) ~~Participation in procurement process.~~
- (a) ~~When a responsive, responsible non-CBE submits the lowest price bid, and a bid submitted by one or more responsive, responsible CBE is within five percent of the bid submitted by the non-CBE, then such CBE shall have the opportunity to submit, within five calendar days of notification by the purchasing and contract administration division, a best and final offer equal to or lower than the amount of the low bid submitted by the non-CBE. The price bid by the non-CBE shall not be revealed if subject to section 38-127(5), Exemptions from the public records and public meeting requirements. Thereafter, contract award recommendation shall be made to the responsive, responsible business submitting the lowest responsive and responsible final offer. In the case of a tie in the best and final offer between a CBE business and a non-CBE business, contract award recommendation shall be made to the CBE.~~
- (b) ~~For all other competitive solicitations where the objective factors used to evaluate the responses from proposers are assigned point totals. Where evaluation of criteria, including and beyond price, is the determining factor for award, the total score of each individual evaluation committee member's total points of the CBE vendor will adjust upward by five percent.~~
- (c) ~~In the case where an offeror is claiming CBE participation by the use of subcontractors identified in their response and where the subcontractor(s) is the CBE, subcontractor's portion of the work to be performed pursuant to the resulting contract shall equal at least 50 percent of the total work. Offeror shall provide information in the response to substantiate the subcontractor's portion of the work meeting the 50 percent requirement.~~
1. ~~A bidder or proposer shall complete, fully execute and provide all required information contained in the competitive solicitation related to the disadvantaged business enterprise requirements; and~~
- (d) ~~In order to participate in the disadvantaged business enterprise program, offeror shall have no history within the prior five years of non-performance, delinquent fees, liens or code violations.~~
- (6) ~~Small dollar purchases. The procurement and contract administration division and city staff are strongly encouraged to include CBEs in the procurement of purchases that are~~

~~anticipated to have a total value of less than \$30,000.00 and for purchases made on the procurement card.~~

- ~~(7) *Order of preferences.* 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 small business preference except for solicitations utilizing federal funding sources.~~
- ~~(8) *Rules and regulations.* The purchasing and contract administration division may implement rules and regulations, and require documentation to substantiate a CBE's certification in order to effectively implement and administer the program.~~
- ~~(9) *Database.* The purchasing and contract administration division shall maintain a database of CBE's and shall invite the appropriate CBEs based on commodity code to participate in the competitive solicitation process.~~
- ~~(10) *Federal requirements.* For procurements utilizing federal funding sources the contracting entity shall comply with the following requirements:~~

~~MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES. In accordance with 2 C.F.R. § 200.321, CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible. Affirmative steps for the CONTRACTOR to take regarding sub-contractors must include:~~

- ~~1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;~~
- ~~2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;~~
- ~~3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~
- ~~4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;~~
- ~~5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.~~

~~Sec. 38-143. Prequalification of bidders—Construction projects.~~

- ~~(1) The purchasing agent with the recommendation of the department head in charge of the construction project, shall make a determination as to whether the construction project~~

should be bid using the two-step prequalification process. If such a determination is made, the prequalification of bidders shall follow the request for qualifications process as required by subsection 38-127(3)(c).

- (2) ~~The recommended list of pre-qualified bidders shall include, at a minimum, the three top ranked bidders, assuming three responded to the RFQ. Upon approval of the pre-qualified list of bidders by the city commission, the purchasing agent may issue an invitation to bid to the pre-qualified bidders. Only those bidders who have been so prequalified may then bid on the project. The city commission may award the bid to the prequalified bidder who submits the lowest responsive, responsible bid.~~

~~Sec. 38-144. Design-build.~~

- (1) ~~*Purpose.* In order to comply fully with the requirements of section 287.055, Florida Statutes, as amended, the following procedures shall be followed in selecting firms to provide design/build services and in negotiating design/build contracts.~~
- (2) ~~The city shall award design-build contracts by the use of a request for proposals process as described in subsection 38-127(3)(b), requests for proposals and as further described herein, or by the use of a qualifications-based selection process pursuant to section 287.055, subsections (3), (4), and (5) Florida Statutes for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the city elects the option of qualifications-based selection, during the selection of the design-build firm the city shall employ or retain a licensed design professional appropriate to the project to serve as the city's representative.~~
- (3) ~~*Design criteria package.* For each design/build construction project ("project"), the city shall employ or retain a design criteria professional as defined in section 287.055(2)(k) of the Florida Statutes, which professional shall prepare a design criteria package ("package") specifying performance-based criteria for the project, including, but not limited to:
 - (a) ~~The legal description of the site.~~
 - (b) ~~Survey information concerning the site.~~
 - (c) ~~Interior space requirements.~~
 - (d) ~~Material quality standards.~~
 - (e) ~~Schematic layouts and conceptual design criteria.~~
 - (f) ~~Cost or budget estimates.~~
 - (g) ~~Design and construction schedules.~~
 - (h) ~~Site development requirements.~~
 - (i) ~~Provision for utilities.~~
 - (j) ~~Storm water retention and disposal.~~
 - (k) ~~Parking requirements.~~~~
- (4) ~~*Consultation with design criteria professional.* The city shall consult with the design criteria professional who prepared the package concerning evaluation of the responses;~~

approval of detail work and drawings for the project, compliance of project construction with the package, and who shall serve as the city's representative.

- (5) ~~Procedures for the use of a request for proposals competitive solicitation process must include, in addition to those requirements of subsection 38-127(3)(b), the following:~~
- (a) ~~The shortlisting of no fewer than three design-build firms, assuming three responded, as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.~~
 - (b) ~~The RFP shall include the evaluation criteria, procedures and standards for the evaluation of design-build contract proposals, based on price, technical, and design aspects of the public construction project, weighted for the project.~~
 - (c) ~~The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.~~
- (6) ~~*Valid public emergencies.* Pursuant to the act, these rules shall apply in all cases except the cases declared to be valid public emergencies as certified by the city commission based on recommendation and data supplied by city staff.~~

~~Sec. 38-145. Construction manager at risk/program manager process.~~

~~The purchasing agent may determine that it is in the best interest of the city to provide an alternate procedure for hiring a contractor for a construction contract in the City of Deerfield Beach. The construction manager at risk approach shall provide for a process requiring the contractor to work with the city to provide a guaranteed maximum price or a lump sum amount and a guaranteed completion date and to implement the project to meet that requirement. The provisions of Section 255.103, F.S. shall govern the procurement process.~~

~~Sec. 38-146. Consultants' Competitive Negotiation Act (CCNA).~~

- (1) ~~*Intent and purpose.* These regulations are established to ensure that the City of Deerfield Beach shall be in compliance with F.S. § 287.055, the "Consultants' Competitive Negotiation Act" ("CCNA"). In addition, they shall create a systematic procedure for the making of recommendations to the city commission for the engaging of architects, landscape architects, professional engineers, and registered surveyors and mappers required for city projects.~~
- (2) ~~*Public announcement and qualification procedures.*~~
- (a) ~~*Public announcement.* The city shall publicly solicit proposals as provided in F.S. § 287.055(3), from firms in a uniform manner on each occasion when professional services are to be purchased for a project that the basic construction cost of which~~

is estimated to exceed the threshold amount provided in F.S. § 287.017, for category five, or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in F.S. § 287.017, for category two, except in cases of valid public emergencies so certified by the city commission. This public notice shall include a general description of the project and shall indicate how, and the time within which, interested firms may apply for consideration by the city.

(b) ~~Certification. Any such firm desiring to perform such professional services for the city shall be certified by it as provided in F.S. § 287.055(3).~~

(3) ~~Evaluation/selection committee.~~

(a) ~~After the public announcement of a project, an evaluation/selection committee shall be appointed by the city manager or designee.~~

(b) ~~The purchasing agent shall serve as staff advisor to the professional services committee without any voting powers.~~

(c) ~~All committee members must be physically present at scheduled evaluation meetings in order to participate. All members shall be free of any conflicts of interest as set forth in Chapter 112, F.S.~~

(4) ~~Competitive selection.~~

(a) ~~The competitive selection of the most highly qualified firm shall be governed by Section 287.055(4) F.S. For each proposed project, the evaluation/selection committee shall conduct discussions with and may require public presentations by no less than three firms, regarding their qualifications, approaches to the project and ability to furnish the needed services. Any such discussions and presentations shall be conducted as public meetings in accordance with Section 286.011, F.S.~~

(b) ~~The evaluation committee shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services, and shall conduct discussions with, and may require public presentations by, the selected firms regarding their qualifications, approach to the project, and ability to furnish the required services. In determining whether a firm is qualified, the evaluation committee shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the city, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. Additional criteria may be added as warranted for each project.~~

(c) ~~The evaluation/selection committee with the assistance of the purchasing agent shall determine the allotted time for the presentations, the mode and manner of~~

presentations, and any other matter relating to such presentations in conformance with the provisions of Section 287.055(4), F.S.

- ~~(d) — The ranking and the evaluation/selection committee's recommendation shall be reported to the city commission for their consideration.~~
- ~~(e) — The city commission, by majority vote, has the option to either (1) approve the evaluation committee's ranking/evaluation and recommendation; (2) recommend rejection of all submittals based upon a stated reason; or (3) send the ranking/evaluation back to the evaluation committee to conduct further evaluations consistent with the requirements of the RFQ and the evaluation committee may either ratify the ranking/evaluation or re-rank the firms. The city commission reserves the right to re-rank in accordance with section 38-130.~~
- ~~(f) — Costs or compensation to a firm may be considered only during competitive negotiations. Such negotiations shall not occur until after approval and authorization of the city commission.~~
- ~~(g) — Nothing in these policies and procedures shall be construed to prohibit a continuing contract between a firm and the city.~~
- ~~(5) — *Competitive negotiations.*~~
 - ~~(a) — Once the city commission approves the ranking of the firms, the city manager shall appoint one or more staff members to negotiate a contract with the most qualified firm. Should a satisfactory contract with the firm considered to be the most qualified at a price the city determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. Negotiations shall then be undertaken with the second most qualified firm. Failing accord with the second most qualified firm, the negotiations shall be terminated. Negotiations shall then be undertaken with the third most qualified firm.~~
 - ~~(b) — The city manager shall recommend to the city commission the award of the proposed contract. If the city commission awards the contract, it will be executed by all parties. If the contract is rejected by the city commission, the city commission may then direct the city manager to re-negotiate it with the firm or to re-solicit the project.~~

~~Sec. 38-147. Auditor selection procedures.~~

- ~~(1) — When selecting an auditor to conduct the annual financial audit required by Section 218.39, F.S. the city shall follow the procedures set forth within Section 218.39, F.S.~~
- ~~(2) — The city shall establish an audit committee consisting of consisting of at least one member from the finance department, but not consisting of all members form the finance~~

department, and others who have expertise which will assist in the necessary evaluation of responses. The committee shall have a minimum of three members.

~~(3) — With the assistance of the Purchasing Agent, the audit committee shall:~~

~~(a) — Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under Chapter 473, F.S. and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.~~

~~(b) — Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.~~

~~(c) — Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.~~

~~(d) — Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.~~

~~(e) — Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.~~

~~(4) — The city commission shall inquire of qualified firms as to the basis of compensation, select one of the firms recommended by the audit committee, and negotiate a contract, using one of the methods set forth in Section 218.39, F.S.~~

~~(5) — If the city is unable to negotiate a satisfactory contract with any of the recommended firms, the audit committee shall recommend additional firms, and negotiations shall continue in accordance with Section 218.39, F.S. until an agreement is reached.~~

~~Secs. 38-148, 38-149. — Reserved.~~

~~DIVISION 3. PUBLIC PRIVATE PARTNERSHIPS~~

~~Sec. 38-150. Unsolicited proposals.~~

- ~~(1) Purpose. A public-private partnership is a contractual agreement between a local government and a private-sector person or entity organized for the purpose of timely delivering services or facilities in a cost-effective manner that might not otherwise be possible using traditional sources of public procurement. Through this contractual agreement, the assets and professional skills of each sector (public and private) are shared and leveraged to deliver a service or facility to be used by the general public.~~
- ~~(2) Definitions. For purposes of this section, the words defined in Section 255.065(1), F.S., (entitled "Definitions") including, without limitation, "qualifying project" and "private entity" shall have the same meaning in this section.~~
- ~~(3) Conditions for use. The purchasing agent may receive unsolicited proposals for a qualifying project, subject to the conditions and procedures of this section. Any unsolicited proposal shall include sufficient detail and information for the city to evaluate the proposal in an objective and timely manner, and shall be accompanied by the application fee.~~
- ~~(4) Proposal contents. Any unsolicited proposal shall include sufficient detail and information for the city to evaluate the proposal in an objective and timely manner and to determine if the proposal serves a public purpose and meets the criteria set forth in this section.~~
 - ~~(a) The following material and information is required to be submitted:~~
 - ~~1. A description of the project, including the conceptual design of the facility; or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.~~
 - ~~2. A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.~~
 - ~~3. A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.~~
 - ~~4. The name and address of a person who may be contacted for additional information concerning the proposal.~~
 - ~~5. The proposed user fees, lease payments or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments and other service payments over time.~~

6. ~~Any pricing or financial terms included in the unsolicited proposal must be specific as to when the pricing or terms expire.~~
- (b) ~~The following additional material and information must also be submitted in order for the city to review and evaluate the unsolicited proposal:~~
 1. ~~Description of the need for the project or facility and the public benefit to be served.~~
 2. ~~A site plan indicating the location of the project propose.~~
 3. ~~The proposed schedule for development of the project and/or the proposed term for operation of the project, along with an estimate of the life cycle cost of the proposed project.~~
 4. ~~A list of all public utilities, railroad lines, navigable waters and flight paths, if any, that will be crossed or affected by the proposed project and a statement of the plan to accommodate such crossings or effects.~~
 5. ~~Performance guarantees, if any, and any proposed bonding to be provided by the proposer, including ability to provide statutorily required public construction bonds or performance and payment bonds for construction of public facilities.~~
 6. ~~A listing of all proposed obligations and requirements of the city and any other governmental agencies, including, but not limited to, contributions to the project financing, development approvals and permitting.~~
 7. ~~Identification of whether the proposal involves turning over any operation, maintenance or other responsibilities to the city, along with an estimate of costs;~~
 8. ~~Statement regarding ability to add capacity to the project if necessary.~~
 9. ~~Proposed safeguards to protect the city from additional costs or service disruption in the event of default or termination of contract.~~
 10. ~~The names of owners, directors and officers of the proposer, and such information as may be necessary to evaluate the qualifications of the critical personnel to be engaged in the project.~~
 11. ~~Information on how the project would benefit small business enterprises and local contractors within the city.~~

12. ~~A list of all engineering or construction firms to be proposed on the project and their qualifications and a description of their role in the proposal and project.~~
13. ~~Is signed by a responsible official or other representative authorized to obligate the proposer contractually.~~
- (5) ~~*Application fee.* The city shall charge fees to the private entity proposer to cover the costs of processing, reviewing and evaluating any unsolicited proposal, including a fee to cover the costs of staff time, and attorneys, engineers, consultants and financial advisors retained to evaluate the proposal, advertise, provide recommendations to the city and/or negotiate a contract.~~
- (a) ~~All unsolicited proposals shall be accompanied by an initial application fee of \$5,000.00 payable to the City of Deerfield Beach in the form of a money order or cashier's check or other non-cancelable instrument. Personal checks will not be accepted. Proposals submitted without the application fee shall not be accepted.~~
- (b) ~~The city shall refund the application fee if the city determines that it will not evaluate the unsolicited proposal.~~
- (6) ~~*Commission consideration.* If the city receives an unsolicited proposal for a qualifying project pursuant to this section and the city manager deems it to be in the best interests of the city to further evaluate the proposal or negotiate an agreement based on the proposal, the city manager shall notify the commission of the receipt of the unsolicited proposal by placement of an item on the next available commission agenda to obtain the commission's approval to proceed with the evaluation and negotiation of a project based on the unsolicited proposal.~~
- (7) ~~*Commission decision to proceed with evaluation.* If the city commission votes to proceed with the evaluation of an unsolicited proposal involving architecture, engineering or landscape architecture, it must ensure a professional review and evaluation of the design and construction proposed by the initial or subsequent proposers to assure material quality standards, interior space utilization, budget estimates, design and construction schedules and sustainable design and construction standards consistent with public projects. Such review shall be performed by an architect, a landscape architect or an engineer licensed by the State of Florida qualified to perform the review and such professional shall advise the city through completion of the design and construction of the project.~~
- (8) ~~*Prior to review.* If the initial application fee does not cover the city's costs to evaluate the unsolicited proposal, the city shall request in writing the additional amounts required. The private entity must pay the requested additional amounts within 30 days after receipt of the notice. The city may stop its review of the unsolicited proposal if the private entity fails to pay the additional amounts.~~

- (9) ~~*Public notice.* If the city determines that it is interested in further considering any unsolicited proposal, it shall publish a notice of receipt of same and invite competing bids during a competitive bidding period. The publication shall be accomplished in a manner that encourages competition to provide private entities interested in submitting alternative and perhaps competing proposals to provide a reasonable opportunity to submit a bid. The entity submitting the original unsolicited proposal may submit a more detailed proposal in response to the city's notice. A copy of the notice must be mailed to each local government in the affected area of the qualifying project which shall mean Broward County and/or any special district in which all or a portion of the qualifying project is located.~~
- (10) ~~*Receipt of proposals.* Sealed proposals in response to the public notice must be received in the purchasing and contract administration division no later than the time and date specified for submission in the publication. Sealed proposals shall be accompanied by the initial application fee.~~
- (11) ~~*Evaluation.* The selection of a proposer with whom to negotiate shall be in accordance with the evaluation committee procedures set forth within section 38-127(4) of the procurement code.~~
- (12) ~~*Evaluation criteria.* When performing an evaluation of any proposal under this section, the following factors, along with all of the information required to be provided in the proposal, shall be considered, in addition to any others appropriate for the particular proposal:~~
- ~~(a) The proposal business terms, including the finance plans;~~
 - ~~(b) Unique, innovative and meritorious methods, approaches, concepts, design techniques or cost reductions demonstrated by the proposal;~~
 - ~~(c) Overall scientific, technical or socioeconomic merits of the proposal;~~
 - ~~(d) The proposer's capabilities, related experience, facilities, techniques or unique combinations of these;~~
 - ~~(e) The professional qualifications, capabilities and experience of the proposer's team or key personnel critical to achieving the proposal objectives;~~
 - ~~(f) The general reputation and financial condition of the proposer and its team members; the proposed finance plan; the financial viability and feasibility of the proposed project or facility; and the cost, if any, to the city to proceed with implementation of the proposal, including on-going operational or maintenance costs. The city may require the proposer to provide a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies;~~
 - ~~(g) Any other information the city deems appropriate for evaluation of the proposed project or facility.~~

- (13) ~~Rejection of proposals.~~ If an unsolicited proposal, or competing proposal received after public notice, is not deemed by the purchasing agent to be complete or in sufficient detail, it may be rejected by the city commission. The city shall have no responsibility to itemize or advise the proposer of the incomplete items or terms of the proposal. The city shall refund any portion of the application fee paid which, in the determination of the purchasing agent, exceeds the direct costs associated with evaluating the proposal up to the time of rejection. The city, in its discretion, reserves the right to reject all proposals at any point in the process prior to the full execution of a comprehensive agreement with a proposer.
- (14) ~~Comprehensive agreement.~~ The comprehensive agreement with the private entity shall contain at a minimum the terms and conditions set forth within Section 255.065(7), F.S. The comprehensive agreement may authorize the private entity to impose fees to members of the public for the use of the facility in accordance with the provisions set forth within Section 255.065(8), F.S.
- (15) ~~Public records.~~ Pursuant to Section 255.065(15), F.S.:
- (a) ~~An unsolicited proposal received by a responsible public entity is exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision for a qualifying project.~~
 - (b) ~~If the city rejects all proposals submitted pursuant to a competitive solicitation for a qualifying project and the city concurrently provides notice of its intent to seek additional proposals for such project, the unsolicited proposal remains exempt until the city provides notice of an intended decision concerning the reissued competitive solicitation for the qualifying project or until the city withdraws the reissued competitive solicitation for such project.~~
 - (c) ~~An unsolicited proposal is exempt for no longer than 90 days after the initial notice by the city rejecting all proposals.~~
 - (d) ~~If the city does not issue a competitive solicitation for a qualifying project, the unsolicited proposal ceases to be exempt 180 days after receipt of the unsolicited proposal by the city.~~
 - (e) ~~Any portion of a meeting of the city during which an unsolicited proposal that is exempt is discussed is exempt from Section 286.011, F.S. and Section 24(b), Art. I of the State Constitution.~~
 - 1. ~~A complete recording must be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.~~
 - 2. ~~The recording of, and any records generated during, the exempt meeting are exempt from Section 119.07(1), F.S. and Section 24(a), Art. I of the State~~

~~Constitution until such time as the city provides notice of an intended decision for a qualifying project or 180 days after receipt of the unsolicited proposal by the city if the city does not issue a competitive solicitation for the project.~~

- ~~3. If the city rejects all proposals and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records generated at the exempt meeting remain exempt from Section 119.07(1), F.S. and s. 24(a), Art. I of the State Constitution until such time as the responsible public entity provides notice of an intended decision concerning the reissued competitive solicitation or until the responsible public entity withdraws the reissued competitive solicitation for such project.~~
- ~~4. A recording and any records generated during an exempt meeting are exempt for no longer than 90 days after the initial notice by the city rejecting all proposals.~~

~~Secs. 38-151-38-155. Reserved.~~

~~ARTICLE V. PROCEDURES FOR SALE OR LEASE OF CITY OWNED PROPERTY~~

~~Sec. 38-156. Sale or lease of city property.~~

~~(a) Definitions:~~

~~*Fair market value:* Fair market value shall mean the highest price estimated in terms of money that the land would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with knowledge of all the uses and purposes to which it was adapted, and for which it was capable of being used.~~

~~*Lease:* A contract for exclusive possession of real property for consideration of any kind whatsoever.~~

~~*Sale (sell):* Any transfer of real property to another party whether for consideration or not.~~

- ~~(b) Sale of city real property with fair market value of \$750,000.00 or less. Except as otherwise provided in this section, city-owned real property with a fair market value of \$750,000.00 or less shall not be sold until the following conditions have been met:~~
 - ~~(1) The city conducts an internal survey of city departments and utilities and city staff determines the subject property is not required for current or future planned use;~~
 - ~~(2) The proposed purchaser submits a narrative to the city indicating the proposed purchaser's plan for, and proposed use of, the property;~~

- ~~(3) — The city conducts an independent appraisal of the subject property, unless the city estimates (after consulting with the property appraiser's records concerning the assessed property valuation) that the fair market value of the real property is less than \$20,000.00;~~
- ~~(4) — At least ten days prior to the public hearing on the proposed sale, written notice of the public hearing shall be posted by the city, and shall be provided by U.S. mail to the owners of record (according to the record with the county property appraiser) of any real property that immediately abuts the property proposed for sale; and~~
- ~~(5) — The sale is approved by resolution and an affirmative vote of at least four-fifths of the city commission after a public hearing at a city commission meeting. The resolution shall include a description of the property, the general terms and conditions of the sale, including the consideration, and the purchaser of the property. The city commission may add conditions to the sale, including, but not limited to, resale restrictions.~~
- ~~(c) — *Sale, lease or transfer of city real property with fair market value in excess of \$750,000.00.* The sale, lease or transfer of city-owned real property with a fair market value in excess of \$750,000.00 shall require approval by a majority of the qualified electors of the city voting at a regular city, general or special election in accordance with section 7.09(2) of the City Charter.~~
- ~~(d) — *Unsolicited proposals.* In the event the city receives an unsolicited proposal to purchase city real property with a fair market value of \$750,000.00 or less, the following requirements must be satisfied, in addition to the other requirements in subsection (b), prior to the city commission's consideration of approval of the proposed sale:~~
 - ~~(1) — Proposals shall:~~
 - ~~a. — Be accompanied by a deposit in the minimum amount of five percent of the proposed purchase (or such larger amount requested by the city); and~~
 - ~~b. — Remain valid for a period of at least 90 days from their submission to the city (a "qualifying proposal") in order for the proposals to be deemed eligible for city commission consideration.~~
 - ~~(2) — Within a reasonable time of the city's receipt of a qualifying proposal, the city shall publish a public notice on the city website and in a newspaper of general circulation within the county at least once a week for two consecutive weeks indicating the proposed sale of the real property, the property location, the time period during which the city will receive alternate proposals (minimum 30-day period) and the conditions for proposal submission; and~~
 - ~~(3) — City staff shall review the proposals that were timely submitted and issue a written recommendation based on the qualifying proposals received. City staff's~~

recommendation shall be included with the agenda item when the city commission considers the proposed purchase.

- ~~(e) — *Best interest waiver.* The city commission may waive the appraiser requirement in subsection (b)(3) above, and the unsolicited proposals requirements in (d) above, if the commission determines, by a minimum four fifths vote, that it is in the city's best interest to do so and makes specific factual findings in the record supporting such determination.~~
- ~~(f) — *Lease of real property for a term in excess of five years.* The city may not lease any city real property for a period in excess of five years, except after approval of the lease by resolution after a public hearing. The resolution shall contain a description of the property, the general terms and conditions of the lease, and the lessee of the property.~~
- ~~(g) — *Transfer of real property to non-profit corporations.* The city commission may authorize the sale or lease of any property to a non-profit corporation by resolution after a public hearing, provided the following conditions are met:
 - ~~(1) — The resolution sets forth the transferee of the property, the purpose for the transfer, and certifies that the corporation is a not for profit corporation;~~
 - ~~(2) — The transfer is for the development of affordable housing;~~
 - ~~(3) — There shall be a deed restriction limiting the use of the property to the public purposes for which the transfer is made; and~~
 - ~~(4) — The fair market value of the property is not in excess of \$1,000,000.00. If the fair market value of the property is in excess of \$1,000,000.00, then the provisions set forth in subsection (b) shall apply.~~~~
- ~~(h) — *Sale of neighborhood stabilization properties.* The city commission may by resolution authorize the city manager to sell properties acquired for rehabilitation pursuant to the federal HUD Neighborhood Stabilization Program in compliance with the neighborhood stabilization program guidelines. The mayor is authorized to execute all such deeds in accordance with section 3.06 of the City Charter.~~
- ~~(i) — Licenses for communication facilities as provided for in telecommunication towers and other communication facilities regulated by the Federal Communications Commission shall be subject to approval by a resolution of the city commission after a public hearing.~~

~~Secs. 38-157 — 38-180. — Reserved.~~



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-644

Agenda Date: 5/4/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SEVENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY; AUTHORIZING AN EXTENSION OF TIME FOR THE DEVELOPMENT OF FOUR ACRES OF THE FLORIDA ATLANTIC RESEARCH & DEVELOPMENT AUTHORITY PROJECT IN THE CITY OF DEERFIELD BEACH; RATIFYING THE SIXTH AMENDMENT TO THE LEASE AGREEMENT; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for May 18, 2021.

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: N/A. \$200,000 Extension Fee to City.

Background/History

On June 4, 2003, the City of Deerfield Beach entered into a lease agreement with the Florida Atlantic Research & Development Authority ("FARDA") for the lease of certain real property in the City of Deerfield Beach for a Research and Development Park associated with Florida Atlantic University (the "Lease Agreement"). Two parcels were leased to FARDA, an approximately ten acre parcel (the "Initial Property") and an approximately four acre parcel (the "Additional Property").

The Lease Agreement made the Initial Property and the Additional Property each subject to requirements for development within a certain period of time. The development requirements for the Initial Property have been met. The development requirements for the Additional Property have not yet been met.

By Ordinance No. 2009/020, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional three years by approval of the Second Amendment to the Lease Agreement. By Ordinance No. 2011/031, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional three years by approval of the Third Amendment to the Lease Agreement. By Ordinance No. 2013/029, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional six years by approval of the Fourth Amendment to the Lease Agreement. By Ordinance No. 2019/018, the time for FARDA to meet the development requirements for the Additional Property

was extended for an additional one year by approval of the Fifth Amendment to the Lease Agreement.

Current Activity

On August 17, 2020, the City Commission approved a Sixth Amendment to the Lease Agreement that provided for an additional nine-month extension of the Lease Agreement as to the Additional Property. On September 3, 2020, the City and FARDA executed the Sixth Amendment to the Lease Agreement (the "Sixth Amendment") providing for the nine-month extension.

FARDA has an indicated its subtenant, DRP Finance, LLC ("DRP") desires to assign its interest in the sublease to GS Deerfield LLC, its successors or assigns ("GS"). GS has requested that the Lease Agreement be further amended to provide that if GS acquires DRP's interest in the sublease of the Additional Property, that GS shall have until March 15, 2022 to obtain a building permit for development of the Additional Property and a period of 18 months from obtaining such building permit to obtain a shell certificate of occupancy or similar permit, subject to any further extension due to force majeure (the "Extension").

FARDA and GS have requested the Extension, and GS has agreed to pay the City an extension fee in the amount of \$200,000.00 (the "Extension Fee") in consideration for the Extension. The City and FARDA have negotiated a Seventh Amendment to the Lease Agreement, enclosed as Exhibit "A" (the "Seventh Amendment"), and the City has negotiated the Letter Agreement with GS, enclosed as Exhibit "B" (the "Letter Agreement"), which provides for the Extension and payment of 50% of the Extension Fee (\$100,000) to the City within five days of execution of the Seventh Amendment and the remaining 50% (\$100,000) upon GS obtaining a building permit.

The failure of GS to (i) acquire DRP's interest in the Additional Property by March 15, 2022, (ii) pay the Extension Fee, or (iii) for GS to obtain both a building permit on the Additional Property on or before March 15, 2022 and to complete (as evidenced by a certificate of occupancy relative to the "shell building" only) the building within 18 months of the issuance of the building permit consistent with the Letter Agreement, shall cause the Lease Agreement to be null and void as to the Additional Property and City shall take possession and control of the Additional Property and all rights of FARDA, DRP, GS, and their respective successors or assigns pursuant to the Lease Agreement shall be extinguished relative to the Additional Property.

Recommendation

Staff recommends consideration.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A SEVENTH AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF DEERFIELD BEACH AND THE FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY; AUTHORIZING AN EXTENSION OF TIME FOR THE DEVELOPMENT OF FOUR ACRES OF THE FLORIDA ATLANTIC RESEARCH & DEVELOPMENT AUTHORITY PROJECT IN THE CITY OF DEERFIELD BEACH; RATIFYING THE SIXTH AMENDMENT TO THE LEASE AGREEMENT; PROVIDING FOR EXECUTION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, on June 4, 2003, the City of Deerfield Beach entered into a lease agreement with the Florida Atlantic Research & Development Authority (“FARDA”) for the lease of certain real property in the City of Deerfield Beach for a Research and Development Park associated with Florida Atlantic University (the “Lease Agreement”); and

WHEREAS, two parcels were leased to FARDA, an approximately ten acre parcel (the “Initial Property”) and an approximately four acre parcel (the “Additional Property”); and

WHEREAS, the Lease Agreement made the Initial Property and the Additional Property each subject to requirements for development within a certain period of time; and

WHEREAS, the development requirements for the Initial Property have been met; and

WHEREAS, the development requirements for the Additional Property have not yet been met; and

WHEREAS, by Ordinance No. 2009/020, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional three years by approval of the Second Amendment to the Lease Agreement; and

WHEREAS, by Ordinance No. 2011/031, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional three years by approval of the Third Amendment to the Lease Agreement; and

WHEREAS, by Ordinance No. 2013/029, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional six years by approval of the Fourth Amendment to the Lease Agreement; and

WHEREAS, by Ordinance No. 2019/018, the time for FARDA to meet the development requirements for the Additional Property was extended for an additional one year by approval of the Fifth Amendment to the Lease Agreement; and

WHEREAS, on August 17, 2020, the City Commission approved a Sixth Amendment to the Lease Agreement that provided for an additional nine-month extension of the Lease Agreement as to the Additional Property; and

WHEREAS, on September 3, 2020, the City and FARDA executed the Sixth Amendment to the Lease Agreement (the “Sixth Amendment”) providing for the nine-month extension; and

WHEREAS, FARDA has an indicated its subtenant, DRP Finance, LLC (“DRP”) desires to assign its interest in the sublease to GS Deerfield LLC, its successors or assigns (“GS”); and

WHEREAS, GS has requested that the Lease Agreement be further amended to provide that if GS acquires DRP’s interest in the sublease of the Additional Property, that GS shall have until March 15, 2022 to obtain a building permit for development of the Additional Property and a period of 18 months from obtaining such building permit to obtain a shell certificate of occupancy or similar permit, subject to any further extension due to force majeure (the “Extension”); and

WHEREAS, FARDA and GS have requested the Extension, and GS has agreed to pay the City an extension fee in the amount of \$200,000.00 (the “Extension Fee”) in consideration for the Extension; and

WHEREAS, the City and FARDA have a negotiated a Seventh Amendment to the Lease Agreement, attached as Exhibit “A” (the “Seventh Amendment”), and the City has negotiated the Letter Agreement with GS, attached as Exhibit “B” (the “Letter Agreement”), which provides for the Extension and payment of 50% of the Extension Fee (\$100,000) to the City within five days of execution of the Seventh Amendment and the remaining 50% (\$100,000) upon GS obtaining a building permit; and

WHEREAS, the failure of GS to acquire DRP’s interest in the Additional Property by March 15, 2022, or for GS to obtain both a building permit on the Additional Property on or before March 15, 2022 and to complete (as evidenced by a certificate of occupancy relative to the “shell building” only) the building within 18 months of the issuance of the building permit consistent with the Letter Agreement, shall cause the Lease Agreement to be null and void as to the Additional Property and City shall take possession and control of the Additional Property and all rights of FARDA, DRP, GS, and their respective successors or assigns pursuant to the Lease Agreement shall be extinguished relative to the Additional Property; and

WHEREAS, in consideration of the Extension Fee, the potential for development on the Additional Property, and the provisions in the Seventh Amendment and the Letter Agreement, the City Commission finds that it is in the best interest of the City to grant an additional Extension, subject to the terms and conditions set forth in the Seventh Amendment, attached as Exhibit “A,” and the Letter Agreement, attached as Exhibit “B”.

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

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

Section 2. The Seventh Amendment to the Lease Agreement, attached as Exhibit “A,” providing for a deadline of March 15, 2022 for GS to obtain a building permit for development of the Additional Property and a period of 18 months from obtaining the building permit to obtain a shell certificate of occupancy, subject to the terms in the Seventh Amendment, is hereby approved. The Letter Agreement between the City and GS, attached as Exhibit “B”, is hereby approved.

Section 3. The Mayor and City Manager are authorized to execute the Seventh Amendment with FARDA, attached as Exhibit “A”, and the Letter Agreement with GS, attached as Exhibit “B”, both 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 Extension granted in this Ordinance shall terminate and be null and void without any further action if any of the following occur: (i) FARDA fails to execute the Seventh Amendment within 10 days of adoption of this Ordinance, (ii) if GS fails to pay the Extension Fee to the City as provided in the Letter Agreement, (iii) if GS fails to acquire DRP’s interest in the Additional Property by March 15, 2022, or (iv) if GS fails to obtain a building permit for development of the Additional Property consistent with the Letter Agreement by March 15, 2022, or fails to obtain a shell certificate of occupancy within 18 months from obtaining the building permit, subject to the terms in the Seventh Amendment.

Section 5. The approval and execution of the Sixth Amendment is hereby ratified and confirmed, and the Sixth Amendment shall remain in full force and effect, except as amended herein and by the Seventh Amendment.

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

Section 7. All ordinances and parts of ordinances, and all resolutions and parts of resolutions, in conflict with this Ordinance are repealed but only to the extent of such conflict.

Section 8. This Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

EXHIBIT A

SEVENTH AMENDMENT TO AGREEMENT

THIS SEVENTH AMENDMENT TO AGREEMENT ("Seventh Amendment") dated the ____ day of _____, 2021, by and between CITY OF DEERFIELD BEACH, a Florida municipal corporation (the "City") and FLORIDA ATLANTIC RESEARCH AND DEVELOPMENT AUTHORITY, its successors and assigns, a corporate body politic created pursuant to Chapter 159, Florida Statutes (the "Authority") and DRP Finance, LLC, its successors and assigns ("DRP").

W I T N E S S E T H :

WHEREAS, City and Authority entered into that certain Agreement dated as of June 4, 2003, recorded July 22, 2003 in Official Records Book 35650, at Page 17 of the Public Records of Broward County; as amended by that certain First Amendment to Agreement dated February 19, 2008 (the "First Amendment"); as further amended by that certain Second Amendment to Agreement dated September 17, 2009 (the "Second Amendment"); as further amended by that certain Third Amendment to Agreement dated July 27, 2011 (the "Third Amendment"); as further amended by that certain Fourth Amendment to Agreement dated October 8, 2013 (the "Fourth Amendment"); as further amended by that certain Fifth Amendment to Agreement dated August 20, 2019 (the "Fifth Amendment"); and as further amended by that certain Sixth Amendment to Agreement dated August 21, 2020 (the "Sixth Amendment") (collectively the "Master Lease"); and

WHEREAS, the Master Lease presently has an outside date of May 22, 2021 to obtain a building permit for a building on the property described on **Exhibit A** ("Additional Property" or "Premises"); and

WHEREAS, the Authority has entered into a Sublease for the Additional Property pursuant to Land Lease – Phase 4 dated October 10, 2013, as amended, between DRP and the Authority ("Sublease"); and

WHEREAS, DRP desires to assign its interest in the Sublease to GS Deerfield LLC, its successors or assigns ("GS") and GS has requested that the Master Lease be further amended to provide that if GS acquires the lessee's interest in the Sublease, that GS shall have until March 15, 2022 to obtain a building permit for a building loan on the Additional Property and a period of eighteen (18) months from obtaining such building permit to obtain a shell certificate of occupancy or similar permit, subject in each case to any further extension due to force majeure; and

WHEREAS, this Seventh Amendment is conditioned on, and Authority acknowledges that City has relied upon, the covenants and promises made by the Authority and GS in connection herewith, including but not limited to the Letter Agreement referenced herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. The recitations set forth above are true and correct and are incorporated herein by this reference as if set forth fully.

2. Section 8 Development Limitation: Best Efforts of the Master Lease is hereby further amended to additionally provide as follows:

(i) Subject to extension due to inability of the Authority (and GS or their respective assigns) to obtain such building permit due to unusual delays of a governmental authority with jurisdiction issuing same upon being provided with a completed building permit application and supporting documents or to delays in obtaining a shell building permit due to documented delays beyond the reasonable control of lessee (and any party with an interest in the Sublease), in obtaining labor and materials, extraordinary weather conditions or delays in obtaining governmental inspections beyond the reasonable control of lessee (and any party with an interest in the Sublease), the failure to obtain both a building permit on the Premises on or before March 15, 2022 and to complete (as evidenced by a certificate of occupancy relative to the “shell building” only) said building within eighteen (18) months of the issuance of the building permit shall cause the Master Lease to be null and void as to the Additional Property and City shall take possession and control of said Additional Property and all rights of the Authority and its successors or assigns pursuant to this Agreement shall be extinguished relative to the Additional Property.

(ii) Notwithstanding any provisions to the contrary in the Master Lease, the Non-Disturbance Agreement or any other agreement concerning the Additional Property existing as of the date hereof, the Authority, DRP, and all other parties to such Non-Disturbance Agreement, and each of their respective successors and assigns, agree that there shall be no further extensions of the deadline (i.e., March 15, 2022 (as may be extended pursuant to Section 2(i) above)) to obtain a building permit as to the Additional Property as provided above. For clarity, the Authority, DRP, and all other parties in the Non-Disturbance Agreement, and each of their respective successors and assigns, agree that they shall not for any reason request nor be entitled to any further extensions of the time to obtain a building permit or shell certificate of occupancy for a building on the Additional Property as provided in this Seventh Amendment, including without limitation, the global COVID-19 pandemic, acts of God, rights to cure, rights to direct leasing, or any force majeure event (other than for extensions permitted above subject to paragraph “3.” in this Seventh Amendment).

(iii) In the event a building permit for the Additional Property is not obtained by March 15, 2022 (as may be extended pursuant to Section 2(i) above), or upon the termination of the Master Lease as to the Additional Property, whichever occurs first, the Authority, DRP, and all other parties to the Non-Disturbance Agreement, and each of their respective successors and assigns shall:

a. surrender and deliver up to City the Additional Property in its current state and condition and repair, reasonable wear and tear excepted, and free and clear of all subtenants, sub-subtenants, lettings, occupancies, liens, mortgages, and encumbrances;

b. voluntarily, knowingly, and intentionally waive each of their respective rights as to the Additional Property to cure any defaults, obtain a direct lease with the City, or any other rights that may extend the term of the Lease, Sublease, and Sub-Sublease under the Master Lease, Sub-Lease Agreement, Sub-Sublease Agreement, or the Non-Disturbance Agreement, including all amendments thereto; and

c. execute and deliver a Voluntary Return of Additional Property to the City (attached as **Exhibit 1** to the Seventh Amendment to Master Lease), or any other documents reasonably necessary, in order to effectively surrender and return legal possession of the Additional Property to the City.

3. Notwithstanding anything contained in the Master Lease or this Seventh Amendment to the contrary, the time to obtain both a building permit on the Premises and to complete the building (as evidenced by a certification of occupancy relative to the “Shell Building” only) as set forth in Section 8 Development Limitation: Best Efforts of the Master Lease shall be null and void and the Master Lease shall terminate immediately as to the Additional Property if GS does not acquire DRP’s or its assignee’s sublessee’s interest in the Sublease on or before March 15, 2022, but such Master Lease termination shall not in any manner affect the obligations of the parties as set forth in paragraphs “(ii)” and “(iii)” above of this Seventh Amendment.

4. As an additional inducement to the City executing this Seventh Amendment, _____ has executed and delivered to the City a letter agreement dated _____, 2021 (“Letter Agreement”) to pay the City certain consideration and to provide certain other representations as provided in the Letter Agreement. In the event of a default by GS under the Letter Agreement, the City shall have the right to immediately terminate the Master Lease, as to the Additional Property and take immediate possession of the Additional Property free and clear of any interests of the Authority, DRP, GS, and their respective successors and assigns, except that GS shall have five (5) business days after written notice from the City to cure a default regarding the second contribution payment to the City required under the Letter Agreement.

5. This Seventh Amendment shall be effective on the date last executed by the parties hereto, and may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and same instrument. Facsimile transmission signatures of this Amendment shall be deemed to be original signatures.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Seventh Amendment as of the day and year first above written.

ATTEST:

CITY OF DEERFIELD BEACH, FLORIDA,
a Florida Municipal Corporation

_____, City Clerk

By: _____
Name: _____
Title: Mayor
Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, the undersigned Notary Public in and for the State of Florida, on this _____ day of _____, 2021, by _____, Mayor of the City of Deerfield Beach, Florida, a Florida municipal corporation, who is personally known to be, or produced identification, and who did take an oath.

Notary Public, State of Florida

FLORIDA ATLANTIC RESEARCH AND
DEVELOPMENT AUTHORITY, a corporate
body politic created pursuant to Chapter 159,
Florida Statutes

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, the undersigned Notary Public in and for the State of Florida, on this ____ day of _____, 2021, by _____, _____ as Chairman of Florida Atlantic Research and Development Authority, a corporate body politic created pursuant to Chapter 159, Florida Statutes, who is personally known to me, or produced identification, and who did take an oath.

Notary Public, State of Florida

DRP Finance, LLC, a Delaware limited liability company

By: _____
Name: James D. Egan
Title: Authorized Agent
Date: _____

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, the undersigned Notary Public in and for the State of Florida, on this ____ day of _____, 2021, by _____, _____ as Authorized Agent of DRP Finance, LLC, who is personally known to me, or produced identification, and who did take an oath.

EXHIBIT "1"

VOLUNTARY RETURN OF THE ADDITIONAL PROPERTY

WHEREAS, _____ ("Tenant") having entered into a lease, sub-lease, or sub-sublease for the following described real property, situated in Broward County, Florida, with the property address 1045 SW 11 Way, Deerfield Beach, Florida 33441, and the following legal description:

See Exhibit "A", attached hereto and made a part hereof ("Additional Property").

Tenant hereby voluntarily returns and surrenders legal possession of the Additional Property to the City as of the date of Tenant's signature below. Tenant voluntarily and knowingly releases the City from and against any and all claims and causes of actions, whether known or unknown, arising out of, relating to, or concerning that certain Master Lease Agreement dated as of June 4, 2003, recorded July 22, 2003 in Official Records Book 35650, at Page 17 of the Public Records of Broward County, Florida, and all amendments thereto; and the Non-Disturbance, Recognition and Direct Leasing Agreement dated March 19, 2008, and recorded in the public records of Broward County, Florida, on April 10, 2008, Book 45266 Page 656, and all amendments thereto; as to the Additional Property only.

IN WITNESS WHEREOF, the Tenant has executed this Voluntary Return of the Additional Property as of the day and year below.

Witness: _____
Print Name: _____
Witness: _____
Print Name: _____

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of _____, on this ____ day of _____, 20____, by _____, who is personally known to me, or produced identification, and who did take an oath.

Notary Public

April 28, 2021

City of Deerfield Beach
150 N.E. 2nd Avenue
Deerfield Beach, FL 33441
Attn: David Santucci, City Manager

LETTER AGREEMENT

Re: That certain Lease Agreement dated June 4, 2003, as amended by that First Amendment to Agreement dated February 19, 2008, Second Amendment to Agreement dated September 17, 2009, Third Amendment to Agreement dated July 27, 2011, Fourth Amendment to Agreement dated October 18, 2013, Fifth Amendment to Agreement dated August 20, 2019, Sixth Amendment to Agreement dated August 21, 2020 and Seventh Amendment to Agreement (“Seventh Amendment to Master Lease”), as and when approved by the City of Deerfield Beach (collectively “Master Lease”). Terms not defined herein shall have the meaning set forth in the Seventh Amendment to Agreement.

Dear Mr. Santucci:

This letter will confirm that upon, and in consideration of, the execution of the Seventh Amendment to the Master Lease, extending the time to obtain a building permit for a building on the Additional Property until March 15, 2022 and extending the time for obtaining a shell certificate of occupancy for such building until eighteen (18) months after obtaining such building permit as provided in the Seventh Amendment to Master Lease, GS Deerfield, LLC, its successors and assigns, (collectively, “GS”) agrees to the following:

1. Building Plan. GS represents that GS shall diligently pursue a building permit on the Additional Property that shall be based on a building substantially consistent with that shown on Schedule 1 attached hereto (the “Building”), which may be amended upon approval by the City of Deerfield Beach (the “City”).
2. Community Contribution. GS shall pay to the City of Deerfield Beach: (a) a contribution of One Hundred Thousand Dollars (\$100,000.00) within five (5) calendar days after the execution of the Seventh Amendment to Master Lease, and (b) an additional contribution of One Hundred Thousand Dollars (\$100,000) within five (5) business days after such time as the first building permit is issued for a Building on the Additional Property satisfying the timing for obtaining a building permit as set forth in the Seventh Amendment to Master Lease, for a total payment of Two Hundred Thousand Dollars (\$200,000.00) to the City.
3. Default. GS acknowledges and agrees that failure to make the payments as specified in this Letter Agreement or failure to obtain a building permit and obtain a certificate of occupancy for a shell Building in the time provided in the Seventh Amendment shall result in the termination of the Master Lease as to the Additional Property, and any and all interests of GS for the Additional Property in the Master Lease and Additional Property shall immediately terminate and GS shall voluntarily surrender the Additional Property to the City.

LETTER AGREEMENT

4. Successors and Assigns. GS agrees that the reference to GS or a successor or assignee of GS in the Seventh Amendment to Master Lease shall mean to an assignee that is controlled by GS Deerfield, LLC, or its principal or to such other assignee as is reasonably approved in advance by the City of Deerfield Beach.

5. City Reliance on Representations. GS acknowledges that the City is relying on the representations and conditions of this Letter Agreement in entering into the Seventh Amendment to Master Lease.

6. Development Applications. This Letter Agreement shall not be construed to require any action by the City or any other government body with regard to any development applications, as the parties recognize and agree that any development application shall be reviewed based upon its particular merits and its specific compatibility to surrounding areas as well as other considerations of the City Comprehensive Plan and land development regulations under the City's Code of Ordinances, including the City's Land Development Code.

Very truly yours,

GS DEERFIELD, LLC

By: _____

Name: _____

Title: _____

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

AGREED TO AND ACCEPTED BY:

CITY OF DEERFIELD BEACH,
FLORIDA

Bill Ganz, Mayor

Date: _____

LETTER AGREEMENT

SCHEDULE 1
BUILDING DETAIL





City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-642

Agenda Date: 5/4/2021

Status: COMMENTS BY
ADMINISTRATION & LEGAL

In Control: City Commission

Title

Discussion and potential action regarding the use of pioneer park baseball facilities by the City of Lighthouse Point.

Recommended Action

Approve waiver of fee for City of Lighthouse Point use of Pioneer Park baseball field.

Background/History

The City of Lighthouse Point (LHP) Parks and Recreation Department runs a youth baseball program. The city's sports facilities are currently undergoing renovations and are not useable. The LHP Park and Recreation Department requested use of the baseball field at Pioneer Park in accordance with the City of Deerfield Beach's Facilities Use policy and is seeking a fee waiver in the amount of \$500. Their use will be from May 3, 2021 to July 16, 2021 on Mondays and Wednesdays and will not impact the City of Deerfield Beach's programs.



City of Deerfield Beach Parks & Recreation

150 NE 2nd Ave., Deerfield Beach, FL 33441

954-480-4424 • www.dfb.city

ksmith@deerfield-beach.com

Athletic Facility Use Short-Term Permit Application

All short-term permit applications must be submitted a minimum of 30 days prior and a maximum of 90 days prior to the first requested field use. Once a permit has been approved, you will receive a copy of the approved permit, confirming your reservation along with the facility rental reservations. You must bring a copy of your approved permit with you on the day of your function. **The requested facility use shall be subject to the attached 1) Fee Schedule and 2) Athletic Facility Use & Sports Policy.**

Applicant's Contact Information

Individual/Organization "Applicant" Name: City of Lighthouse Point Recreation

Contact: Becky Word Address: 2200 NE 38th st, Lighthouse Point

Email Address: blysengen@lighthousepoint.com

Home Phone: 954-784-34238

Cell Phone: _____

☐ Resident

☒ Non-Resident

Requested Facility (please see exact facility on reverse side): Pioneer Park

Event Date(s): May3rd-July16th (Mondays & Wednesdays)

Start Time (including set-up): 6:30pm End Time (including clean-up): 8:00pm

Purpose/Reason for Use: Baseball practice

Number of People Expected: 18 Fee (refer to fee schedule): \$500

Applicant's Waiver & Release

The Applicant shall indemnify, defend, and hold the City, including City's officers, agents, and employees (collectively, the "City"), harmless against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) and causes of action of any kind or nature whatsoever, arising from the acts, omissions, or negligence of the Applicant or its officers, agents, or employees, volunteers or invitees, or the Applicant's use and occupancy of the City facilities, including through all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against the City in any such suit or action. Failure to comply with this obligation to indemnify the City shall result in the revocation of this Permit and may result in denial of future use of City facilities.

By signing below, I acknowledge and agree that:

I HAVE CAREFULLY READ THIS APPLICATION AND ATTACHED ATHLETIC FACILITY USE AND SPORTS POLICY AND FULLY UNDERSTAND THEIR CONTENTS AND AGREE TO THE TERMS CONTAINED THEREIN. To the extent I am submitting this Application on behalf of an organization, I represent and affirm I have the authority to execute this Application and bind the organization to the aforementioned terms.

Applicant's Signature: _____

Date: 4/22/2021

Required Information – Must be completed

Will you be bringing/installing any tents? ☐ Y ☒ N If yes, how many? _____

Will you be bringing a grill? ☐ Y ☒ N If yes, how many? _____

Any large equipment (example: bounce houses, etc.)? None

Will you be requesting field lining? ☒ Y ☐ N If yes, what sport? _____

Will you be requesting field lighting? ☒ Y ☐ N If yes, how many hours? 1hr and 30mins

Constitution Park

- ☐ Tennis Courts: # _____ Requested
- ☐ Basketball Court

Middle School Athletic Complex

- ☐ Multi-Purpose Field
- ☐ Track
- ☐ Baseball Field #1
- ☐ Baseball Field #2
- ☐ Baseball Field #3
- ☐ Baseball Field #4

Quiet Waters Athletic Park

- ☐ Multiple Purpose Field
- ☐ Baseball Field

Ecudar Park

- ☐ Tennis Courts: # _____ Requested

Crystal Heights Park (South)

- ☐ Sand Volleyball Court

Mayo Howard Park

- ☐ Sand Volleyball Court

Oveta McKeithen Recreational Complex

- ☐ Multi-Purpose Front Field
- ☐ Multi-Purpose Back Field
- ☐ Basketball Courts: # _____ Requested
- ☐ Gymnasium
- ☐ Baseball Field #1
- ☐ Baseball Field #2
- ☐ Baseball Field #3

Pioneer Park

- ☐ Tennis Courts: # _____ Requested
- ☒ Baseball Field
- ☐ T-Ball Field

Public Beach

- ☐ Volleyball Courts: # _____ Requested

Johnie McKeithen Park

- ☐ Sand Volleyball Court

Villages of Hillsboro Park

- ☐ Tennis Courts: # _____ Requested
- ☐ Basketball Courts: # _____ Requested
- ☐ Sand Volleyball Court