



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 18, 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 20, 2021

Special City Commission Meeting Minutes

Attachment: April 13, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: April 14, 2021

Planning & Zoning Board Meeting Minutes

Attachment: April 1, 2021

African American Heritage Board Meeting Minutes

Attachment: April 5, 2021, April 21, 2021

APPROVAL OF THE AGENDA

May 18, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/84949638190?pwd=b1BZVGtjWEFjcldUZXhhRG5jUIZWUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (312) 626-6799

Meeting ID: 849 4963 8190#

Participant ID: #

Passcode: 703444#

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. Proclamation presented to Redemption Baptist Church in recognition of Haitian Flag Day.

Sponsor: Mayor Bill Ganz

QUASI-JUDICIAL PUBLIC HEARINGS

2. P.H. 2021-063: STONESHEK LLC represented by South East Architect Services, Inc. (Technical Deviation Case No. 2526)

Applicant: STONESHEK LLC represented by South East Architect Services, Inc. (Technical Deviation Case No. 2526)

Proposal: Seeking approval of a TECHNICAL DEVIATION for fourteen (14) parking spaces in accordance with Section 98-88 (q) of the Deerfield Beach Land Development Code to permit a restaurant, spa and offices in an existing building with fourteen (14) existing parking spaces, in lieu of the 28 parking spaces required by Code.

Location: The property is generally described as THE COVE 32-48 B LOT 4 W1/2,5 BLK 4, as more particularly described in the file and located at 1400 E. Hillsboro Boulevard.

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: Stoneshek, LLC

3. P.H. 2021-064: WHALE'S RIB INC. represented by Steve Edwards Architecture LLC (Technical Deviation Case No. 2529)

Applicant: WHALE'S RIB INC. represented by Steve Edwards Architecture LLC (Technical Deviation Case No. 2529)

Proposal: Seeking approval of a TECHNICAL DEVIATION for two (2) additional parking spaces in accordance with Section 98-88 (q) of the Deerfield Beach Land Development Code to permit a generator installation for an existing restaurant, in lieu of the twenty-one (21) parking spaces as previously approved.

Location: The property is generally described as several parcels of land in OCEAN VUE 3-34 BLK 5, more particularly described in the file and located at 2019-2041 NE 2 Street.

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: Whale's Rib, Inc.

PUBLIC HEARINGS – SECOND READING

4. **P.H. 2021-065: 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

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

Sponsor: Division of Purchasing & Contract Administration

Attachment: Procurement Code

5. **P.H. 2021-066: 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

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

Sponsor: Office of the City Manager

Attachment: FARDA Lease

PUBLIC COMMENT

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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 6. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Three Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2021 Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Three Cent Additional Local Option Gas Tax

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Fifth Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2021 Amendment; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Financial Services

Attachment: Fifth Cent Additional Local Option Gas Tax

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an amendment to the Work Authorization with Walters Zackria Associates, PLLC for the preparation of a design criteria package and associated services for the Center for Active Aging Redevelopment Project to provide for supplemental construction phase services; authorizing execution of the Amendment with Walters Zackria in an amount not to exceed \$231,480.00; providing an effective date.**
(Funds from Account #358-8000-569-61-08 - Architect/Engineering)

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Walters Zackria Associates, PLLC

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback agreement with Luna Development Corp. for the replacement of 200 linear feet of existing sewer main on SE 13th Court in an amount not to exceed \$100,825.00, utilizing the City of Fort Lauderdale Contract #12204-293; providing for execution and an effective date. (*Funds from Account #413-5000-536-60-31 - Water & Sewer Renewal & Replacement*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Luna Development Corp.

DEPARTMENTAL BUSINESS

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a Hazard Mitigation Grant Program application to the Florida Division of Emergency Management for Lift Station 5 Emergency Back-up Generator; authorizing the expenditure of matching funds in the amount of \$37,500; authorizing execution of a grant agreement, if awarded; and providing for an effective date. (*Fiscal Impact from Account #413-5000-536-60-31 - Water & Sewer Renewal & Replacement*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: Hazard Mitigation Grant Program

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #21-05-PC for Design-Build Construction for the Johnny L. Tigner Community Center; authorizing the City Manager to commence contract negotiations and execute a contract with MBR Construction Inc., the top ranked general contractor firm, in an amount not to exceed \$9,116,547.02; providing for conflicts, severability and an effective date. (Funds from Account #358-8000-572-61-12 - Construction)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: MBR Construction, Inc.

- 12. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-81 "TREE PRESERVATION" OF THE CITY'S LAND DEVELOPMENT CODE TO ELIMINATE THE BEAUTIFICATION LANDSCAPE TRUST FUND AND PROVIDE FOR ELIGIBLE EXPENDITURES FROM THE TREE PRESERVATION TRUST FUND; AUTHORIZING TRANSFER OF FUNDS FROM THE BEAUTIFICATION LANDSCAPE TRUST FUND TO THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for June 1, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Tree Preservation Trust Fund

13. ORDINANCE 2021/- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" OF THE CITY CODE OF ORDINANCES TO REVISE CERTAIN PARKING REGULATIONS AND THE PARKING CITATION APPEAL PROCESS, AND FOR CONSISTENCY WITH STATE LAW; AMENDING CITY CODE SECTION 50-133 "METERED AND STICKERED PARKING FOR WATERCRAFT AND WATERCRAFT TRAILERS AT PIONEER PARK" TO REVISE THE FINES FOR UNLAWFUL WATERCRAFT TRAILER PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for June 1, 2021

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

Sponsor: Department of Financial Services

Attachment: Watercraft Parking

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

14. Discussion regarding the Solid Waste Working Group. *(Tabled from May 4, 2021)*

Sponsor: Commissioner Todd Drosky

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 1, 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 20, 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 7:00 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 recent loss of Al Nero; he asked that everyone keep his family in their thoughts. Thereafter, was the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Special City Commission Meeting Minutes - March 18, 2021

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, 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

Cultural Committee Meeting Minutes - September 21, October 19, November 16, December 21, 2020, January 11, & February 8, 2021

Firefighters Pension Fund Board Meeting Minutes - September 14 & October 26, 2020

Code Compliance Meeting Minutes - January 27, 2021

Planning & Zoning Board Meeting Minutes - January 7, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED*Community Appearance Board Meeting Minutes - January 13 & January 27, 2021*

MOTION was made by Commissioner Parness, 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 THE AGENDA

April 20, 2021

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve the agenda as amended, added Item #7. Voice Vote:

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

Nays: 0

AWARDS & RECOGNITION**1. Presentation by Joe Scott, Supervisor of Elections, regarding the High School Voter Registration Drive and election costs.**

Supervisor of Elections Scott provided a brief overview of the high school voter registration drive, from April 21 – April 30, 2021. The purpose of the program is to help students become more active and civically engaged at a young age, even though they cannot vote until 18 years of age. The SOE has been working very closely with Broward County Public Schools and since many students are at home and do not have a digital signature on file with the Department of Motor Vehicles, the registration form must be printed, signed and returned via mail. There is an extra push to speak with community organizations and public officials; therefore, he asked that the City help engage the community with public communication via social media or signs in the City.

Vice Mayor Preston recommended working with the local high school, as well as providing a mechanism for students to see how government operates.

Mr. Scott said he is working with a group of social studies teachers and will advise that the City is interested in having students come out to learn more about government.

Commissioner Drosky commended Mr. Scott for attending the City Commission Meeting; thereafter, he asked various questions regarding the increase in election costs.

Mr. Scott advised that the increase in election costs do not impact municipalities holding March elections which includes Deerfield Beach. Deerfield Beach pays significantly more to have March elections than those in November. He pointed out that a benefit to having a city election in November is increased in voter turnout; 14 hours of early voting, 12 hours daily; but there is a layer of complexity that is added with having countywide elections. In the past, there was a belief that efficiencies were created to drive down costs, but that cost savings was never realized. Mr. Scott said he may be the first supervisor who has taken the time to review and calculate that there is value for those participating in March elections and an increase in costs when moving to November. While there is a good reason to move elections to November, it is not to save money and for that reason, as costs are allocated in the future, it should be done more equitably for all municipalities. There should be a fee based on population and number of pages taken by the ballot; this is how he intends to bill city elections moving forward.

AWARDS & RECOGNITION - CONTINUED

Commissioner Drosky asked if there will be a decrease in cost for municipalities holding March elections.

Mr. Scott replied yes. The initial estimate should be roughly the same as in the past, but there will be a revised estimate which will bring the cost down. The revised cost will come out after all meetings and budget workshops are conducted with the County. He advised that he has discussed these changes with the County Commission, and although there are mixed reactions, overall, it is the right thing to do. There should not be a financial incentive to move to November; however, it appears that is how it was in the past, but no longer.

Commissioner Parness applauded Mr. Scott for the quick response with counting the March ballots.

Mr. Scott said his staff deserves the recognition; thereafter, he thanked the Commission for having him.

PUBLIC HEARING - SECOND READING

- 2. P.H. 2021-055: ORDINANCE 2021/005 - 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 opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, he advised that due to COVID, people do not want to attend in person meetings, which creates a problem with quorum.

Anthony Soroka, City Attorney, advised that the Sunshine Law provides that a quorum be present and an Attorney General opinion that the quorum must be satisfied by an in-person quorum. He further explained that while there was an exemption from an in-person quorum, it has expired and the only thing the City can do is act by outlining various justifications; therefore, an in-person quorum is required.

Mayor Ganz reopened the public hearing.

Katy Freitag, 418 SE 2nd Street, Deerfield Beach, said she serves on the Cultural Committee; whereby, they had to cancel their meeting last evening because there was not an in-person quorum. This has been an issue in the past as certain members are uncomfortable with in-person meetings. She asked if it could be changed in the Charter so all members can participate via Zoom. She also commented on excused and unexcused absences as there is not currently a limit to excused absences on their board and needs to be addressed.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 2, adopted Ordinance 2021/005. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Anderson Jean-Louis, 1333 S, Dixie Highway, Deerfield Beach, said he records police officers on duty and wants to understand why 80% of police stops are African American. He has been advised by the public that African Americans are stopped for various reasons, marijuana or window tint. Thereafter, Mr. Shields commented on police vehicles having dark tint, police vehicles running without an occupant.

Rosa Andrews, 175 SW 3rd Street, Deerfield Beach, commented on a disturbance that happened with her mother and father-in-law. The father was arrested and she has a video of everything that happened. Furthermore, her boyfriend, who was videoing, ended up being assaulted by the police even though he complied with the police's commands. She also advised that she and her mother-in-law were hurt in the process as they were trying to come out of the house to witness what was happening.

D'Nija Allen [sic], 175 SW 3rd Street, Deerfield Beach, said he was recording the disturbance when his stepfather was being arrested and attacked by officers.

Captain Brimlow intervened and advised that there is a pending criminal case.

Continuing, Mr. Allen said he heard his stepfather scream while he was inside the house; so, he walked out and saw everything and started recording. Two (2) officers approached him and told him to back up; he backed up onto his porch and was standing next to his door. He advised that one of the officers did not have a mask on, but told him to go into the house. Mr. Allen refused as he was on his porch and was not the aggressor, but he was grabbed and assaulted. The video showed everything that took place; then he was arrested for resisting arrest and obstruction of justice which is not correct.

Mayor Ganz said he spoke to Mr. Allen's mother on Thursday and Mr. Anderson and has seen the video that was sent by Mr. Allen's mother as well as online videos and hears very different stories. Mr. Allen's mother has gone downtown to file a formal complaint but reiterated that the stories vary.

Furthermore, Mayor Ganz said he would like to know where Mr. Anderson received the statistics that 80% of police stops are African American, as this is certainly something he would like to look into. Lastly, he advised that he has asked the City Manager to look into this and speak with the Police Chief.

CONSENT - BOARD APPOINTMENTS

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 Items 3 – 7 of the Consent Agenda. Roll Call:

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

Nays: 0

- 3. Resolution 2021/052 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Katherine Freitag, Perry Victor, Judy Wilson, and Karen Hardy as regular members and appointing BrenNette Rahming as an alternate member to the Cultural Committee; and providing for an effective date.**
- 4. Resolution 2021/053 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Perry Victor to the Board of Trustees of the Municipal Police Officers' Retirement Trust Fund of the City of Deerfield Beach to fulfill an unexpired term; and providing for an effective date.**

CONSENT - BOARD APPOINTMENTS - CONTINUED

5. Resolution 2021/054 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Andrew Johnson as a member of the Public Art Program Committee; providing for an effective date.
6. Resolution 2021/055 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Diane Chisholm as a Commissioner of the Deerfield Beach Housing Authority; and providing an effective date.
7. Resolution 2021/062 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Valerie Hackett to the City of Deerfield Beach Non-Uniformed Municipal Employee Retirement Committee to fulfill an unexpired term; providing for service without compensation; and providing for an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Items 8 – 11 of the Consent Agenda. Roll Call:

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

Nays: 0

8. Resolution 2021/056 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-22-JW for fireworks display; authorizing execution of an Agreement with Zambelli Fireworks Manufacturing Company, the top ranked firm, for a three-year term with two additional one-year renewal terms in an amount not to exceed \$37,053.00 per fireworks display event; providing for implementation and an effective date. *(Funds from various departmental operating accounts with costs not to exceed \$37,053)*
9. Resolution 2021/057 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$8,257.50 to Purchase Order #210028 for the Fire Station #66 Generator Fuel Tank Replacement, for a total project cost of \$36,801.25; providing for execution and an effective date. *(Funds from Account #001-5060-519-32-99 - Other Contractual Services)*
10. Resolution 2021/058 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Work Authorization with Keith and Associates, Inc. in an amount not to exceed \$58,000.00 for professional design services for the Deerfield Schools LAP Project Sidewalk Design; authorizing execution of a Work Authorization; and providing for an effective date. *(Funds from Account #108-5050-541-30-99 - Other Professional Services)*

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 11. Resolution 2021/059 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-16-PC for Corrosion Inhibitor (Orthophosphate) for Water Treatment Plant Operations; authorizing execution of an Agreement with Carus, LLC, the lowest priced responsive and responsible bidder, for a one-year term with four additional one-year renewal terms; providing for severability and an effective date. (Funds from Account #401-5020-533-35-11 - Utilities, Water Plant-Chemicals)**

DEPARTMENTAL BUSINESS

- 12. Resolution 2021/060 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving and authorizing execution of a Design-Build Construction Agreement with Shiff Construction & Development, Inc. for the Center for Active Aging Redevelopment Project in an amount not to exceed \$11,247,918.64; providing for conflicts, severability and an effective date. (Funds from Account #317-8000-569-61-12 - Construction & Account #358-8000-569-61-12 - Construction)**

The Resolution was read by title only.

Priscilla Cygielnik, City Engineer, provided a brief presentation regarding the Center for Active Aging and will also discuss pursuit of the construction agreement with Shiff. Thereafter, she displayed a rendering of the 22,000 square foot facility.

Agenda - Ms. Cygielnik outlined the agenda for tonight's presentation; purpose of construction of agreement, scope of work entailed, timeline of events and others.

Purpose - Ms. Cygielnik said the purpose of the resolution is to request City Commission approval and execution of the design-build construction agreement with Shiff in an amount not to exceed \$11,247,918.64.

Scope of Work - Ms. Cygielnik outlined the scope of work included in Shiff's construction agreement; design permitting and construction for the maintenance of on-site owner operations throughout construction, phased demolition of the existing buildings, construction of the new center and preschool, site improvements and utilities and resurfacing of the new parking lot. The project is estimated at 600 calendar days, which includes design and construction, with final acceptance within 120 days.

Timeline of Events - Ms. Cygielnik provided a timeline of steps taken during this process, starting May 15, 2018 through November 10, 2020.

Current Status - Ms. Cygielnik said due to the amount of time that has transpired, the City's energy performance project with Siemens has concluded. Originally, the RFP intended for staff to negotiate a portion of Siemens contract in the energy performance agreement. Since that project is over, the City had two (2) options, negotiate directly with Siemens to bring them on as a contractor in conjunction with Shiff or work with Shiff to have them subcontract Siemens. After value engineering was done with Siemens, Shiff was able to take some of the scope from Siemens to reduce the cost to the City which is most advantageous. The base bid from Shiff was \$10,456,149; after negotiation and value engineering with Siemens and in conjunction with Shiff, negotiations resulted in a reduction of \$791,769 for various services. Ms. Cygielnik advised that the services provided a savings of approximately \$300,000 as all the components were originally \$1 million. This culminates in a total contract value of \$11,247,918.

Project Budget - Ms. Cygielnik displayed the intended budget for the project. She explained that Fund 317 was an old 2000 Year bond fund which still has a balance and will be used first. Additionally, the Year 2018 bond fund had \$12,061,143 which was appropriated for the center. Both bonds provide more than enough for construction design build phase of the project. Additionally, there is a construction administration component which will be the third-party architect engineer that will be the agent to the City throughout the construction project to ensure the design builder meets design intent of the original design criteria package.

DEPARTMENTAL BUSINESS - CONTINUED

The intent is to retain Walters Zackria to ensure compliance with the design build contract.

Recommendation - Ms. Cygielnik said staff recommends City Commission approval and execution of the agreement with Shiff in the amount outlined.

Next Steps - Ms. Cygielnik outlined what can be expected. Upon contract execution and issuance of a purchase order, a preconstruction meeting will be scheduled with stakeholders and contractor to address various timelines, along with other steps. She advised that construction will begin once permits are received; whereby, during the design and permitting phase, there will not be any activity on the site. Finally, within 720 days, project acceptance and warranty period are anticipated.

Commissioner Parness asked if the electricity will be buried underground.

Ms. Cygielnik replied that there are no plans for undergrounding overhead power lines on the street; however, the services for the building will be underground as part of the utilities phase.

Commissioner Drosky clarified the cost savings and asked what will happen with the \$1.2 million in bond funds that is not needed.

David Santucci, City Manager, replied that there is still a portion of the project that requires construction administration which will be additional costs the Commission will see later. Furthermore, in the current market, costs for construction are rising tremendously, especially for steel, aluminum and lumber. Although this project maybe at or below budget, there two (2) other major construction projects being worked on right now that are related to this bond; Tigner Center and City Hall. At this time, he recommended not touching those funds until those projects come in.

Commissioner Drosky said he does not want to incur interest on funds not being used and asked what rate is being paid on the bond money.

Mr. Santucci replied that he recalls it being relatively low, but will get back to him with the exact figure.

Commissioner Drosky said he will discuss with the City Manager at a later date about how the funds will be used and the opportunity to pay anything back quicker or if its better to hold in contingency due to rising construction costs.

Commissioner Hudak asked about the daycare facility and plans for hurricane proofing and hardening the facility. He also asked if there is any consideration for using the facility as an emergency shelter during hurricanes.

Ms. Cygielnik replied that the daycare is part of the overall cost. Also, South Florida Building Codes requires up to 180 miles per hour wind design which is anticipated in the design criteria package. Furthermore, she advised that the Emergency Operations Center requires stricter building codes and does not believe it was applied to the center.

Commissioner Hudak commented on the original bid prices and expressed concern that there will be cost overruns and additional expenses that greatly increase the costs. He asked what protection does the City have against that possibility.

Mr. Santucci replied that it was negotiated in the contract. Since this is a design build, staying on target with time and budget is on the consultant and construction contractor. Moreover, built into the contract is room for exorbitant cost increases on materials. Staff recognizes that costs can potentially increase 50% to 70% and made sure it was contemplated in the contract.

Anthony Soroka, City Attorney, advised that staff is aware of the issues and worked with the contractor to address everything upfront; therefore, a process was created, whereby, the contractor would have to show the documentation for any exorbitant increase. Furthermore, staff could work with the contractor and consultant, so any proposed change does not affect the original intended design and quality as verified by

DEPARTMENTAL BUSINESS - CONTINUED

the consultant that the City would reasonably consider the increase.

Mayor Ganz opened the public hearing.

Rod Feiner, Attorney representing Shiff Construction, introduced Justin Shiff, Principal of Shiff Construction, as well as other members of the design team. He thanked the Commission for the opportunity and said they look forward to a successful partnership with the City.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 12, adopted Resolution 2021/060. Roll Call:

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

Nays: 0

13. Resolution 2021/061 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Vector Fleet Management, LLC, for supplemental fleet maintenance and repair services; authorizing the City Manager to execute the Agreement for a three-year term with two additional three-year renewal terms; providing for implementation and an effective date. (Funds from various departmental accounts with projected costs of \$753,000)

The Resolution was read by title only.

Chad Grecsek, Director of Sustainable Management, provided a presentation regarding the proposed resolution.

Agenda - Mr. Grecsek outlined the agenda for tonight's presentation.

Overview - Mr. Grecsek outlined Fleet Management's mission and key functions. The division currently has 227 units and manages the City's four (4) fueling sites, which some will be collapsed as there are a lot of costs associated with maintaining the sites. He advised that upon closing, the City will realize a cost savings. Lastly, the division works with departments on vehicle acquisition and surplus.

Statistics - Mr. Grecsek outlined the number of administrative staff within the division, 4, as well as mechanics being eight, and three vacant. Of the 227 units, most are light duty and some heavy duty. The light duty equipment resides under the Parks & Recreation and heavy duty is under Sustainable Management.

Light Duty vs Heavy Duty - Mr. Grecsek explained the differences between light and heavy-duty vehicles. Light duty consists sedans, pickups, buses, vans and others; heavy duty consists of solid waste collection equipment, vac-con trucks and others.

Challenges - Mr. Grecsek advised that 30% of the stock is heavy duty units; however, it represents a significant part of the work in the garage. There are estimates and equivalencies used in regard to heavy duty verses light duty units and could be 8:1 for the necessary effort that needs to be administered to the vehicles. Mr. Grecsek continued to outline challenges faced with solid waste equipment; uptime and ability to service the residents. Currently, the equipment is about 65% available on solid waste equipment this week. Continuing, Mr. Grecsek said another challenge is hiring and maintaining mechanics which is a nationwide issue and there are industry standards regarding the number of mechanics per equipment and Deerfield Beach is behind. Management has attempted to fill various positions since 2018, by even reducing the requirements for positions, but cannot keep up with competition; thereafter, he provided an Indeed.com job posting, whereas, a \$10,000 signing bonus was offered with a salary range from \$60,000 to \$120,000. The City's highest paid mechanic is \$70,000. With these factors, outsourcing has become

DEPARTMENTAL BUSINESS - CONTINUED

necessary.

Actions - Mr. Grecsek said management tried to create a second shift to have mechanics work on equipment when it's not needed; however, it was unsuccessful due to the time mechanics would have to work. Other actions included the development of a prequalified list of external vendors to expedite repairs, increased the number of repairs by 30% to outsourced vendors; contacted multiple organizations for help on addressing these issues and others. A Request for Proposals was developed for supplemental fleet repairs.

Purpose - Mr. Grecsek explained that the proposed resolution would address heavy duty equipment uptime and inability to find/retain mechanics. He said there is a benefit to a second shift as the vehicles can be repaired when not needed and existing fleet staff, under this proposal, would continue to work their same hours at the same rate of pay, but focus on light duty repairs.

Due to technical difficulties, Mr. Grecsek continued with the presentation without displaying.

Anticipated Benefits - Mr. Grecsek outlined the benefits to outsourcing to Vector Fleet; augment current staff to improve preventative maintenance program across all units; enhance vehicle availability which should be around 90% once the change is made; allow for city equipment to be maintained and repaired during off-hours; creation of a mechanic apprentice program along with better service for both internal and external customers. Mr. Grecsek explained that the mechanic apprentice program was negotiated with Vector and provides an opportunity for up to five (5) Deerfield Beach residents to attend yearly and hopefully be placed with the City or Vector.

The presentation resumed via Zoom.

Vector Fleet Management - Mr. Grecsek outlined the timeline with Vector; November 2020 - Request for Proposals was issued; December 2020 - committee ranked Vector Fleet as number one; February 2021 - Commission approved ranking and authorized staff to negotiate a contract, which has resulted in the proposed resolution. Thereafter, Mr. Grecsek introduced Aubrey Felton, Vector Fleet Management Executive Vice President, who will provide a brief overview of Vector.

Mr. Felton provided an overview of Vector Fleet Management via PowerPoint.

Company Snapshot - Mr. Felton outlined the company's background, in business for over 30 years and their specialization in fleet maintenance. He said he and all the senior leadership are all technicians and are very familiar with the issues Mr. Grecsek outlined. Vector exists in six (6) different segments of the business which affect the City; municipalities, mining operations, parts management, private fleet, OEM, and utilities.

Heavy Equipment Specialists - Mr. Felton provided photos of the heavy equipment they service; whereby, they are very familiar with refuse trucks.

In-house Warranty Program - Mr. Felton advised that Vector is an OEM Autocar warranty provider, so trucks covered by warranty do not have to be sent out for service. It can now be handled onsite and process everything electronically and should be a future savings.

Accountability: Performance KPI's - Mr. Felton said they will include their own software system which provides detailed reporting, i.e. PM compliance to technician productivity, types of repairs and others. It is available on a monthly basis as well as a portal where Mr. Grecsek or his team can log in anytime to review.

Technician Training - Mr. Felton commented on the technician training program. He advised that becoming a mechanic is a very challenging role as vocational schools are inoperable. He said a process has been created in-house to help those interested become OEM trained and in-house training. It aligns with other manufacturers and covers fire equipment and other small equipment.

Technician Apprenticeship Program - Mr. Felton said every year, five (5) residents will be selected to this one-year program. The technicians will have an opportunity to shadow Vector employees onsite, receive

DEPARTMENTAL BUSINESS - CONTINUED

access to the online training portal which offers an excess of 55 specific courses, with three (3) different levels of certification. He explained how the program can expand to further develop the technicians. The site manager is an ASE Master Technician and can help the technicians learn the process as they undergo training.

Continuing, Mr. Felton outlined the advanced level for light duty; the technicians have the option of doing both light and medium/heavy duty training. After the year is complete, if the technician decides to stay with Vector, they will receive an entire set of tools, for remaining with Vector for an additional year, as an advance, without any cost. Upon completion, the individuals will be recognized technicians in the industry with a guarantee that they will pass the ASE light duty classes and will receive reimbursement. Moreover, Mr. Felton commented on the online courses available to the technician to assure their success with ASE certification. Additionally, upon completion, the technician can decide whether to remain with Vector, work with Deerfield Beach or they have contracts in various locations.

Thereafter, Mr. Felton entertained questions by the Commission.

Commissioner Hudak asked about the qualifications and cost to enroll in the program.

Mr. Felton replied that there is no cost and qualifications will be developed moving forward; they can provide the City a guideline on what to look for, but is unsure how the City wants to proceed.

Vice Mayor Preston asked how the residents are recruited.

Mr. Felton reiterated that Vector will not select the five (5) residents, but will work with the City. He explained that the program does include steps; whereby, they will meet with the City and discuss their development.

Vice Mayor Preston said he has had discussions with Mr. Grecsek regarding speaking with the high school to receive names of potential candidates as not every person will receive a formal education. He said establishing a relationship with the high school would be a major step.

Mr. Felton agreed and said he would be open to talking with the high school.

Commissioner Drosky said this topic has been discussed for several years and looks forward to resolving this problem; however, he asked how Vector would recruit to service Deerfield Beach's account.

Mr. Felton said because of their longevity and connection in the industry, OEM, municipalities, and private industry, they have a team of people in the Human Resource Department that specialize in mining the Indeed.com website. Furthermore, he commented on how many people do not want to work a second shift; therefore, it is important to outline the benefits of working for a company like Vector. Aside from what was shown tonight, the training program allows between a \$5,000 to \$10,000 training bonus based on what they are trained.

Additionally, Mr. Felton advised that three (3) technician positions and the site manager position are preliminary hires right now as they have been working on the project behind the scenes, as the agreement was supposed to be executed in January.

Commissioner Drosky said what prevents Vector from taking the employees and assigning them to another contract.

Mr. Felton replied that when residents go through the program, the first right of refusal is with the City. He explained that with Vector, relocation is always a requirement as most of the contracts are not local. Furthermore, he said Vector has no intention of hiring existing City employees and it is written in the contract that Deerfield Beach cannot hire Vector employees.

Commissioner Drosky commented on the contract Vector has with Broward Sheriff's Office (BSO); whereby, Section 3 outlines performance standards. He advised that in the City's contract, there is not a section that provides the same protections as the BSO contract. He asked how metrics is measured with the program

DEPARTMENTAL BUSINESS - CONTINUED

and how measures are quantified.

Anthony Soroka, City Attorney, said there were some standards in the RFP, but is not sure if they are as specific as those in the BSO contract. In response to Commissioner Drosky's question, Mr. Soroka replied that in Article 1.2, the RFP is outlined.

Commissioner Drosky asked if staff is satisfied with being able to quantify and metrically see the performance standards.

Mr. Grecsek replied yes. Upon approval, staff will start delving into the challenges with Vector. Initially, a lot of efforts will be needed to get the City's equipment to a certain level, then install metrics, such as the number of units needed on a particular day to service residents.

David Santucci, City Manager, explained that the types of metrics Vector has with BSO is based on the services provided; whereas, they have the highest standard in terms of the up times. Staff is looking for industry standards which covers 90% to 95% and is built into the contract.

Commissioner Drosky said with any improvement in efficiencies, he expects future conversations about possibly changing days and routes so the residents have better service.

Mr. Grecsek agreed. He explained that not meeting the standard is nearing, but with the program, the level of service expected by the residents is plausible.

Commissioner Hudak asked if staff for the second shift have been hired or if the internship program will fill the second shift.

Mr. Felton replied that they have pre-offered employment to a couple of individuals, but have not yet started. One individual already works for them on the night shift in Lauderdale Lakes; however, Vector has no intention of hiring from this program. Continuing, Mr. Felton explained the process utilized for hiring technicians.

Commissioner Hudak asked what is the ramp up with getting the second shift started.

Mr. Felton replied that it is not only about staff but additional components, such as software, a parts system and others. He advised that he is comfortable with recruitment starting on or before July 1st as they have another large request for proposals that lines up with this contract.

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

Mayor Ganz applauded the solution to an ongoing issue.

MOTION was made by Commissioner Hudak, seconded by Commissioner Parness, to approve Item 13, adopted Resolution 2021/061. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY MANAGER**

COVID-19 Vaccination Site - David Santucci, City Manager, advised that the target date to start vaccinations at the Center for Active Aging is next week, pending the supply of vaccinations. The Commission and public will be updated on the progress.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED**CITY ATTORNEY**

Broward County Emergency Order - Anthony Soroka, City Attorney, said a revised emergency order was released outlining the changes to COVID-19 restrictions on capacity limitations, not face masks. He advised that the biggest change is with respect to outdoor events and locations; restrictions were removed on beaches, public/community pools and private club pools, pool decks, pools and other recreational amenities in housing developments. The capacity was previously capped at 50%, but that is no longer the case. Other changes include golf courses, boating and marine activities, and parks. Additionally, some of the more stringent sanitation requirements have been loosened a bit. With respect to community rooms, fitness centers and gyms in housing developments, shower facilities can now be opened and the need to provide as much disinfecting wipes is not necessary. In various places, the 10-person limitation for outdoor open-air event and activities was removed as long as the attendees continually practice social distancing or the event is an organized sport.

Continuing, Mr. Soroka said curfews will not be enforced for restaurants and bars at this time due to pending litigation against the County. Further, certain restrictions for afterschool activities were removed and deferred to recommending compliance with CDC guidance. He advised that restrictions on vacation rentals has been loosened. Rentals were previously limited to six (6) individuals and now allows 10, but does not apply for members of the same household. For establishments like restaurants and retail establishments, i.e. movie theaters, the 50% capacity limitation is upheld, but metrics have been added to determine when those can be loosened as well and will generally require 50% of the adults in Broward County to have received at least one (1) vaccination shot as well as COVID-19 testing positivity rate at 5% or below.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER DROSKY****DISTRICT 4**

Solid Waste Working Group - Commissioner Drosky said he serves as the City's representative and is trying to come up with an alternative moving forward. The Commission may have received information in their weekly packet or other entities and asked that the Commission be prepared to address this issue at the May 4th City Commission Meeting. The Broward League of Cities has a website with a presentation and the working group's videos; whereby, County Commissioner Beam Furr has outlined three (3) alternatives being contractual district, independent district and interlocal district. Commissioner Furr's presentation was very factual and provided both pros and cons to each. He said this is a good resource and encouraged the Commission to take a look. Also, a study was performed by Arcadis and recommended a governing structure moving forward. The working group has voted 6-3 to go with an independent district but may be reconsidered at its next meeting this week. He advised that the working group is anticipating recommendations from each city and asked that the Commission provide comments at the May 4th meeting.

DNA Labs - Commissioner Drosky thanked DNA Labs for choosing Deerfield Beach for their headquarter location and expanding its facility by 25,000 square feet.

Saturday Office Hours - Commissioner Drosky said he will hold Saturday office hours on May 1, 2021 starting at 10:00 a.m. till noon.

COMMISSIONER PARNES**DISTRICT 3**

Broward Sheriff's Office (BSO) Law Enforcement - Commissioner Parnes thanked Broward Sheriff's Office Police for conducting a blitz in the western portion of the City, including Green Road, 10th Street, Military Trail and Powerline Road. In one night, over 100 tickets were issued, illegal guns/drugs were confiscated, followed by felony arrests. He commented on the speeding late at night which has been curbed with police action. He said he hopes the blitz will occur in other parts of the City. Commissioner Parnes also commented on a bicyclist being killed last month on Green Road.

District 3 Meeting - Commissioner Parnes said a district meeting will be held on May 24, 2021 at 1:00 p.m. via Zoom; announcements are forthcoming.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Hurricane Preparation - Commissioner Parness urged people to start stocking up for the hurricane season and not wait until the last minute.

VICE MAYOR PRESTON**DISTRICT 2**

Packer Rattler Registration - Vice Mayor Preston commented on how well the Packer Rattlers registration is going. He expressed how grateful he is that the Packer Rattler organization is operating again as he does not know what some of the kids would be doing if it were not. He also commented on how he helped a child register for the program, whereby, the child agreed to bring his grades up to continue participation.

Juneteenth - Vice Mayor Preston advised that Juneteenth planning is going well, but COVID-19 is still a factor in its success. The overall planning, however, is going well.

Upcoming Events - Vice Mayor Preston said the African American Heritage Board will be meeting tomorrow, April 21, 2021 at 6:30 p.m. Also, the Urban League Institute will meet on Thursday, April 22, 2021 at 7:00 p.m. at the Leo Robb Gymnasium to discuss the central portion of the City.

BSO Response - Vice Mayor Preston said concerns have been relayed to the Broward Sheriff's Office regarding the SW 1st Terrace and SW 3rd Street area; whereby, they have responded quickly and the residents have received relief in the area.

Vector Fleet - Vice Mayor Preston encouraged the Vector representative to contact the high school to find candidates for their technician apprenticeship program as there could be multiple residents interested. He said he would like to see how the City can partner with the high school for the apprenticeship program.

COMMISSIONER HUDAK**DISTRICT 1**

BSO Response – Commissioner Hudak also thanked BSO for addressing the ongoing speeding in the City. Although the City nor police department benefits from citations, the residents will. He again thanked BSO for policing the roads properly. He also commented on their action dealing with dog violations at Sullivan Park and on the beach; whereas, people are being educated on where dogs are or are not allowed.

Airbnb's – Commissioner Hudak advised that Airbnb's are popping up more and more. He encouraged residents to contact Code Enforcement and/or BSO to report possible violations.

New Project Development – Commissioner Hudak said he is continually contacted by residents who are concerned with the upcoming project at Eller and Federal Highway. He asked that the representative continue communicating with the surrounding residents as they have lived in the neighborhood for 15 years or more and understand the challenges with traffic.

MAYOR BILL GANZ

Complaint Against BSO - Mayor Ganz said there was an issue brought up tonight regarding BSO activity with warrants being served and actions taken. Though there are multiple sides to every story, it is all taken seriously. He said he appreciates that deputies wear body cam's and between those and other videos, the truth will be found. He thanked BSO Captain Brimlow for looking into the issues discussed tonight and their hard work on the case. Mayor Ganz also commented on individuals trying to group situations into things that are not happening in the City, County or State. He said he is appreciative that the leadership will look into any circumstance where law enforcement is stepping out of line.

COVID-19 Vaccinations - Mayor Ganz said due to Broward County's Emergency Order, the 50% capacity for restaurants and bars could change depending on the number of people who are vaccinated. Unfortunately, Palm Beach County has closed three (3) of their vaccination sites due to low/no usage. He recommended that the public continue to research vaccines and get vaccinated to put a stop to COVID, as the vaccinations are dwindling.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to adjourn the meeting at 9:04 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



SPECIAL CITY COMMISSION MEETING MINUTES

Tuesday, April 13, 2021

6:45 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 6:45 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
Assistant City Clerk Heather Montemayor

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

APPROVAL OF CITY COMMISSION AGENDA

April 13, 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

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 1. Resolution 2021/051 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Revocable, Non-Exclusive License to One Milo, Inc. for administration of COVID-19 vaccines to eligible members of the public at the Center for Active Aging for a six-month term with two additional six-month renewal options; authorizing the City Manager to execute the Revocable, Non-Exclusive License Agreement with One Milo, Inc.; providing for implementation and an effective date.**

The Resolution was read by title only.

Mayor Ganz asked if the Johnson & Johnson vaccine will be administered by the contractor.

David Santucci, City Manager, replied no; whereby, a representative from One Milo is available to answer questions. Thereafter, a brief presentation was provided.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Purpose - Donna DeFronzo, Director of Active Aging, advised that the proposed resolution requests approval of a license agreement between the City and One Milo, Inc. to use the Center for Active Aging building as a vaccination site.

Scope of Work - Ms. DeFronzo outlined the scope of work for One Milo; provide a turnkey vaccination site and implement procedures in compliance with the Centers for Disease Control (CDC) and Florida Department of Health (FDOH) guidelines for vaccination and administration; provide and operate a software platform and dedicated website requiring registrations and appointment scheduling; provide a coordinated operations plan for the site set up with vaccine securement and vaccination provision by licensed medical professionals and submittal of all licenses and documents as required by the CDC and FDOH, not only prior to vaccination, but also post as it relates to one-shot.

Highlights - Ms. DeFronzo said currently, the process is in the final preparations and the vaccination site will be available Monday through Friday, from 8:30 a.m. - 6:00 p.m. with appointments anticipated at 9:00 a.m. Additionally, the term will be six-months with two (2) additional 6-month renewal options for the location.

Recommendation - Ms. DeFronzo said it is recommended that the City Commission approve the execution of the agreement to provide vaccinations for those interested.

Mr. Santucci commented on the importance of servicing the community with the vaccine, especially since the vaccine was not readily available for various ages. Also, he outlined reasons why the Center for Active Aging was selected as the vaccination site.

Russell Leigh, One Milo, said they do have the Johnson & Johnson vaccine on hand, but due to the CDC's decision to pause the vaccine, they have not administered it. Thereafter, he outlined the statistics of side effects from the Johnson & Johnson vaccine, 1:1,000,000. Mr. Leigh said in the coming weeks, the vaccine will exceed demand. Thereafter, he entertained questions by the Commission.

Commissioner Parness asked if there is a charge for the vaccine and clarified that an insurance card must be submitted.

Mr. Leigh said a website has been setup, Deerfieldbeachvaccine.com and it outlines the cost, but according to the industry standard, no money changes hands. If someone has insurance, there is a legal obligation to provide it, if not, the vaccine is still given; however, residency must be provided. If someone has insurance, but does not use it, the CARE Act will find it through state issued identification. The charge is \$40 per shot.

Vice Mayor Preston asked why One Milo was selected.

Mr. Santucci replied that One Milo has the necessary infrastructure in place and are licensed to work in Florida; furthermore, they were chosen because they offer a turnkey operation and going through the Department of Health would have presented an intensive endeavor on the City. The City would be responsible for securing personnel to administer, transport and refrigerate the vaccine; thus, using One Milo reduces strain on the City's resources.

Mr. Leigh provided the company's background of the company, medical staff and locations in and outside of Florida. He also outlined their contributions to developing the vaccine.

Vice Mayor Preston asked what vaccine will be offered if there is a delay on the Johnson & Johnson.

Mr. Leigh replied that the company puts in a replaceable vaccine each week; an order is already in for next week for 2,500 Moderna and Pfizer and 1,000 Johnson & Johnson just for Deerfield Beach.

Commissioner Hudak asked how many other vaccination locations has One Milo opened and currently operates.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Mr. Leigh replied that they have set up six so far.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, expressed concern with people not being able to register online and asked how they will be accommodated.

Mr. Santucci replied that the Center for Active Aging staff has been assisting residents with vaccination registration since January and will continue for this site and others throughout the County.

Mayor Ganz closed the public hearing.

In response to Vice Mayor Preston's question, Mr. Santucci replied that later this week, various staff will be meeting with the contractor, and working on the logistics to get the word out through social media and alerting the Department of Health.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak, to approve Item 1, adopted Resolution 2021/051. Roll Call:

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

Nays: 0

Mr. Leigh commented on the system used for distributing the vaccine and the need for helping people through this trying time.

Mayor Ganz applauded Ms. DeFronzo and her team for helping residents with appointments and registration.

ADJOURNMENT

MOTION was made by Vice Mayor Preston, seconded by Commissioner Hudak to adjourn the meeting at 7:12 p.m. Voice Vote:

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

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 14, 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 7:02 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

Present: Harry Belton, Chair
 Terrance Glunt, Vice Chair
 Jerry Dubois
 Jack Hugentugler
 Mark Damiano, Alternate

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

Absent: Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve the March 24, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6991 Deerfield Beach Surf Club
 1960 NE 1 St.
 Reroof**

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

In response to Vice Chair Glunt's question, the applicant replied yes, the tiles will be dimensional.

According to the application, the tiles will be changed from white to Owens Corning Duration – Harbor Blue.

Mr. Dubois made a motion, seconded by Mr. Hugentugler to approve Item #6991 as submitted.

The motion CARRIED by unanimous vote.

**#6992 Mavis Tires & Breaks
377 S Federal Hwy.
Building Paint Change**

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

The proposed building colors are Alabaster White, PMS Match 322C and Puritan Gray. The dumpster enclosure will be painted Alabaster White.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6992 as submitted. The motion CARRIED by unanimous vote.

**#6993 Direct Technology
1432 E Newport Center Dr.
Master Sign Plan**

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

The proposed sign criteria paint colors are blue, red and Green Plexiglass. The font will be Arial Bold, upper case or approved registered trademark logo. The deep reverse channel aluminum letters on the sign will be 4 inches and the backers will be a white translucent plexiglass. The sign will be installed above each entrance of the tenants' building space on the east elevation. An illuminated option will be allowed with low voltage LED.

Mr. Hugentugler made a motion, seconded by Mr. Dubois to approve Item #6993 as submitted. The motion CARRIED by unanimous vote.

**#6994 Whale's Rib Restaurant
2019-2041 NE 2 St.
Minor Site Plan Modification**

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

The proposed project is for a new natural gas powered electric generator for emergency power. The chain link fence will be white with a vinyl coat and two (2) parking spaces will be removed. The generator will be installed behind the 8-foot high white chain link fence on the south and east elevation.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6994 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, reminded the board 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.

Also, once the verification of Senate Bill 596 and House Bill 6023, the Preemption of Tree Pruning, Trimming, and Removal is available, Mr. Soroka will provide the necessary update.

Comments by Deerfield Beach Planning and Development Services Department

Stephen Graham, Assistant Director of Planning and Development Services, advised that the next meeting will be held on Wednesday, April 28, 2021.

ADJOURNMENT

Chair Belton adjourned the meeting at 7:35 p.m.

Harry Belton, Chair
Community Appearance Board

**PLANNING AND ZONING BOARD
CITY OF DEERFIELD BEACH, FLORIDA
April 1, 2021
MEETING MINUTES**

A regular meeting of the Planning and Zoning Board of the City of Deerfield Beach, a municipal corporation of Florida, was called to order on the above date at 7:02 p.m. in the City Commission Chambers by Thomas Plaut, Chair.

ROLL CALL

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

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

Absent: Gail Davis, Alternate
John Gibilaro, Alternate

PLEDGE OF ALLEGIANCE

SEATING OF ALTERNATES

None.

APPROVAL OF MINUTES OF PREVIOUS BOARD MEETING

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve the minutes of January 7, 2021. The motion CARRIED by unanimous vote.

Chair Plaut recognized Richard Rosenzweig, former District 3 Commissioner.

OLD BUSINESS

None.

NEW BUSINESS**P.H. 2021-052: APPLICATION 02-I2-12 REV.2 (PROJECT NAME: J&A WASTE CORPORATION)**

Applicant: J&A WASTE CORPORATION, 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**

SUMMARY BACKGROUND/EXPLANATION

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 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.

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.

Stephen Graham, Assistant Director of Planning & Development Services, provided a brief overview of the item. He advised that 17 letters were sent out; whereby, zero were returned and no letters of approval or denial were received.

Gustavo Carbonell, architect, representing the applicant, stated that the applicant purchased the adjacent property to improve their business, as well as the aesthetics of the facility. The site is a waste, recycling facility that collects dumpsters from businesses and the general public. The intent of the proposed addition is to allow for a state-of-the-art conveyor type line that will separate the waste into as many recyclable materials as possible and whatever cannot be recycled will be shipped out. Thereafter, the site plan was displayed. Mr. Carbonell stated that there is office space near the cul-de-sac, where the trucks enter, dump within the building, separate and then the truck exits. The proposed property to the south is twice as large and will allow for two (2) driveways, two (2) ways each, scales and more office space near the property line. Additionally, the installation of an 8-foot concrete wall is being proposed on the ingress/egress easement, which is a private road, and along the southside from the adjacent neighbors. Thereafter, he displayed a photograph outlining the direction that trucks would enter/exit; there is an area for smaller trucks to unload their materials, so they don't interfere with the larger trucks.

Continuing, Mr. Carbonell explained that the proposed facility is completely enclosed, except for the southside where the trucks enter. Thereafter, he displayed a photograph of the existing and proposed facilities. The proposed facility will provide additional parking and will house offices and a storage area that will have several windows, a metal roof and consist of colors and materials that can withstand pressure washing when cleaned. Thereafter, various photographs of the proposed facility were displayed.

In response to Mr. Lane's question, Mr. Carbonell replied that the scales are located in front of the office building. Thereafter, the site plan was displayed.

In response to Chair Plaut's question, Mr. Carbonell replied that the office building will be built similar to a residential structure and consist of hurricane impact windows. The additional waste, recycling facility will be an airplane hangar type building, which is a very large building made from steel.

In response to Chair Plaut's question, Mr. Graham replied that there are private roadways near the area, so steps must be taken to create an association for the maintenance of the roads. He reminded the Board that a similar application was brought before them about six months ago from Waste Management outlining the same conditions.

In response to Mr. Chandran's question, Mr. Graham replied that this facility is within the I-2 Zoning District, so this type use is permitted.

In response to Mr. Chandran's questions, Mr. Carbonell replied that this application went through a rigorous permitting process with Environmental Services. Further, he explained that this facility is mainly used for disposing trees, lumber, concrete, steel, etc.

In response to Mr. Lane's question, Mr. Carbonell replied that the waste, recycling facility is designed to withstand hurricanes.

In response to Chair Plaut's question, Mr. Carbonell replied that this facility will service south Palm Beach and Broward County.
Chair Plaut opened the public hearing.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, asked if there are any current traffic issues and if the expansion of the facility will cause issues with the possibility of additional trucks coming in/out of the facility.

Chair Plaut replied that a trip analysis was completed by the applicant and it was determined that a traffic study was not required.

Mr. Graham agreed and explained that the study was reviewed and approved by the City's Traffic Engineer. Further, the expansion of this facility will increase their capacity to operate and will reduce movement on 42nd Way.

Mr. Rosenzweig also asked how long the materials will be onsite before being moved, whether there are insect controls, and the hours of operation.

Chair Plaut replied that the hours of operation are Monday - Friday, 7:00 a.m. to 5:00 p.m., Saturday, 7 a.m. to 1:00 p.m. and closed on Sunday.

Mr. Carbonell replied that the items will be moved off the site very quickly. Further, he stated that there are insect controls in place, i.e. traps, exterminators, etc.

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

Vice Chair Bennett clarified that no one from Waterways or Independence Bay received a letter because they are more than 500 feet from the project. Thereafter, he expressed concern with those communities as they are affected by the dust and dirt.

Mr. Graham advised that should the Board recommend approval of this application, staff has recommended a condition of approval that the applicant maintain dust suppressant measures on the property. Further, he is unaware of any issues with the applicant not maintaining the dust of the current facility.

In response to Chair Plaut's question, Mr. Carbonell replied that the entire area will be concrete because asphalt cannot handle the equipment and trucks.

In response to Mr. Lane's question, Mr. Carbonell replied that other than the grinding of the wood and cutting of the concrete, no additional noise will come from the facility. Further, he said noise and dust have never been an issue.

Motion was made by Vice Chair Bennett and seconded by Ms. Balaun to approve P.H. 2021-052: Application 02-I2-12 Rev. 2, subject to staff comments. The motion CARRIED by unanimous vote.

STAFF REPORT

Stephen Graham, Assistant Director of Planning & Development Services, said there will be a meeting in May and the Board will be notified accordingly.

In response to Chair Plaut's question, Mr. Graham replied that the July meeting can be discussed at a later time.

CHAIRMAN'S REPORT

None.

MEMBERS' REPORTS

None.

ADJOURNMENT

Motion was made by Ms. Beckford and seconded by Mr. Lane to adjourn the meeting at 7:40 p.m. The motion CARRIED by unanimous vote.

Thomas Plaut, Chair
Planning and Zoning Board

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of April 5th, 2021 – 6:30 PM at

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

APPROVED AGENDA

Voting

Sandra Jackson
Diane Chisholm
Lawanna Strowbridge
Barri McMillon
Gloria Docilait

Zoom

Annette Mitchell

- 1) Call to order/roll call
 - Lawana called meeting @ 6:38pm
- 2) Approval of Minutes
 - Barri motions to approve minutes from March 17th. Gloria 2nd. All in favor.
 - Diane motions to approve minutes from December 8th. Annette 2nd. All in favor.
- 3) Location discussion (Kenton Smith)
 - Kenton- lets the committee know, that the Show Mobile will cause divans to the field and suggest baseball field.
 - Committee ask Kenton to revisit the football field, to see if another entrance will work for the Show Mobile
- 4) Old Business
 - a) Juneteenth Celebration Saturday, June 19th 2021
 - b) Budget
 - Ashley- shared an example budget from MLK with the committee
 - (1) Parade
 - Barri- Suggest to include the families and recognize them in the parade.
 - Ben Preston- Would like to have a tribute to MLK
 - Gloria- would like to include "veterans that are alive" to be observed in the parade
 - Barri- will lead the history corner and Gloria will assist.
 - Diane- suggest SE bike group to be a part of the parade.
 - (i) Applications
 - (ii) Toyota - Car sponsor update
 - Ashley- spoke to Toyota to be sponsor and they are interested, just worried about the inventory for the date.
 - (iii) T-shirts
 - Ashley- provides committee with three sample shirts as requested to look over.
 - (2) Rib Competition/Car Show/Picnic
 - (i) Map
 - Ashley- provided tentative maps for the committee of the front field and back field.
 - (ii) Applications
 - Ashley- shares with the committee that all applications are being finalized.
 - (iii) Entertainment
 - Lawana- would like to reach out to past dancers (Route5)
 - Sandra- will reach out to Deerfield Highschool dance team
 - Barri- interested in including spoken word and Drama on the Real Productions.
 - Diane-suggest Cathedral of hope of God.
 - Diane- motions Barri McMillon to move forward with Drama on the Real production company. Sandra 2nd. All in favor.
 - Barri- motions to have entertainment to the city staff by April 23 to get final approval. Gloria 2nd. All in favor
 - Gloria-motions to reconsider previous motion from Barri April 23rd deadline. Barri 2nd. All in favor

- Gloria motions that by next meeting April 21st that the committee presents majority of entertainment for Juneteenth to city staff. Sandra 2nd. All in favor.
 1. 4:00 PM – 5:30 PM
 2. 6:00 PM – 7:30 PM
 3. 8:00 PM – 9:00 PM
- (iv) Movie
- Ashley- shares with the committee that the city got the license for the movie
 - (3) Brunch/Banquet Sunday, June 20th 2021
 - (i) Times: 2:00 PM – 4:00 PM
- Lawana- suggest changing the Brunch to Lunch
- Sandra- motions to change menu from breakfast to lunch items at \$10 a ticket. Annette 2nd. All in favor
 - (ii) Registration
 1. Cost
 2. Tickets/registration
 3. Amount of guest
- 180 guests if we have 4 to a table
 - (iii) Location
 1. Gym
- Plan A
 2. OMRC Fields
- Plan B
 - (iv) Caterer
- Ashley- Carolyn quoted \$8,700 for food, we would need to go to bids if it is over \$5k @ minimum we are looking at \$13k in total of food, rentals and decorations.
- Committee- suggested the option of plated as it is not authorized to do buffet style service with COVID.
 - (v) Decorations
 - (vi) Theatre groups
 - Barri- Suggest performance be 45 minutes
 - (vii) Honoring Vets – Gravesite Memorial in the morning performance
 1. Location
 2. Time
- c) By Laws
- Gloria- Is interested in introducing Kwanza
- Ellen- Would like the City Staff to send out a copy of the resolution
- Sandra- motions to table the by laws until the next meeting to vote on. Barri 2nd. All in favor.
 - (1) Agenda
- d) AAHB Logo – Marketing concerns
- 5) Comments from the Chair & Vice Chair
- 6) Comments from Committee
- 7) Comments from Staff
- 8) Comments from Alternates
- 9) Comments from Public
- 10) Next Meeting – April 21st at 6:30 PM
- 11) Adjournment
 - Gloria Motions to adjourn this meeting. Annette 2nd. All in favor.

City of Deerfield Beach – AFRICAN AMERICAN HERITAGE COMMITTEE BOARD

MEETING of April 21st, 2021 – 6:30 PM at
Commission Chamber (150 NE 2nd Ave.) & Zoom

APPROVED AGENDA

Voting

Sandra Jackson
Lawanna Strowbridge
Barri McMillon
Annette Mitchell

Zoom

Gloria Docilait
Diane Chisholm

- 1) Call to order/roll call
 - Lawana calls this meeting to order at 6:41pm
- 2) Approval of Minutes
 - Barri makes a motion to approve the minutes from April 5th. Gloria 2nds. All in favor
- 3) Comments from Public
 - Ben invites Doug Sauvé from the Maverick Entertainment Production company
 - Doug Sauve- has hired Nakia Hamilton for the “Juneteenth” film of 12 minutes no rating movie to show on the day of the event. Will give out items with the logo created for Juneteenth and possibly bring an actor for the event.
 - Ashley informs Doug she will need the film approved via marketing
- 4) Old Business
 - a) By Laws
 - The board have suggested revisions to Elen (2nd Thursday for meetings, meeting to not exceed 2 hours)
 - Elen will adjust and provide for final approval for the next meeting.
 - b) Location for Juneteenth rib competition and entertainment – Kenton Smith
 - Kenton informs the board with modifications on the location of the showmobile, the event can be held on the front baseball field.
 - c) Black Heritage Corner Presentation- Barri
 - Barri presented slide show to the board.
 - Ashley lets board know it will need to be approved in front of commission
 - Ashley informs board on the Mobile Museum for \$3900
 - d) Budget
 - i) Parade – Update
 - Lawana suggest Marcus Howel
 - Board suggest Adrian
 - Barri makes a motion that we are in agreement to secure Drama on the Real for the Black heritage brunch for an hour live presentation, for \$2500 which includes costumes, sound set and cast. Sandra 2nd. All in favor
 - Sandra suggest Junkanoo in place of the parade.
 - ii) Entertainment
 1. 4:00 PM – 5:30 PM
 2. 6:00 PM – 7:30 PM
 3. 8:00 PM – 9:00 PM
 - iii) Movie
 - iv) Lunch/Banquet Sunday, June 20th 2021
 1. Caterer
 2. Decorations
 3. Theatre groups
 4. Honoring Vets – Gravesite Memorial in the morning performance

a. Location

b. Time

5) Comments from the Chair & Vice Chair

6) Comments from Committee

7) Comments from Staff

8) Comments from Alternates

9) Next Meeting –April 29th at 6:30 PM

- Barri- makes a motion to table the remainder of the agenda until next meeting April 29th. Annette 2nd. All in favor.

10) Adjournment

- Sandra - makes a motion to adjourn this meeting. Annette 2nd. All in favor.



City Commission Meeting - May 18, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, May 18, 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 18, 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 18, 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 18, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/84949638190?pwd=b1BZVGtjWEFjcldUZXhhRG5jUjZWUT09>
 - 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: (312) 626-6799, Meeting ID: 849 4963 8190#, Participant ID: #, Passcode: 703444#

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

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

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-645

Agenda Date: 5/18/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-063: STONESHEK LLC represented by South East Architect Services, Inc. (Technical Deviation Case No. 2526)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant is requesting a technical deviation from the parking requirements of the Deerfield Beach Land Development Code (Code) to use an existing three-story commercial building located at 1400 E. Hillsboro Boulevard for restaurant, spa and office purposes. The building was originally constructed with less parking than what was required by Code, for a single-tenant office user, at fourteen (14) parking spaces accessed via a laneway at the rear of the property. Subsequently, as the uses changed over the years, there were various limitations placed on the uses in the building, due to the non-conforming parking situation. Two (2) on-street public parking spaces are constructed in front of the building on Hillsboro Boulevard.

The current owner is currently upgrading the façade of the building and wishes to include a restaurant on the first floor, and new offices on the second and third floors. The spa on the first floor is existing and has a current Business Tax Receipt (BTR) and Certificate of Use. The parking requirement for these uses, per the Land Development Code, is 28 parking spaces. Thus, the applicant is requesting a fourteen (14) space technical deviation.

To assure adequate parking for the building, the applicant is proposing a shared parking arrangement. The restaurant will not open until 5:00 pm on weekdays, so as not to conflict with the day-time use of the offices. The applicant is willing to place a restrictive covenant on the property for this restaurant and any future restaurants, that no restaurant will open before 5:00 p.m. on weekdays. The spa is currently operating, and based on a parking study conducted by KBP Consulting, Inc., is only using one (1) parking space, rather than the required six (6) spaces. The spa operates from 10:00 a.m. to 8:30 p.m.

The application was reviewed by the City's traffic consultant, who concluded that the parking for the proposed uses would be adequate, but only if the applicant entered into a restrictive covenant that limited the restaurant operation prior to 5:00 p.m. on weekdays.

Section 98-88(q) of the Land Development Code indicates that a technical deviation may be granted by meeting one of three criteria identified in the Code. Section 98-88(q)(i) states the following:

“The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction;”

Based on the above analysis, should the City Commission decide to approve the request, staff recommends the following condition of approval to ensure adequate parking arrangements are maintained on the property:

1. Prior to issuance of the building permit for the proposed restaurant use, the property owner shall execute and record in the public records of Broward County a restrictive covenant with the City that prohibits the proposed, or any future, restaurant use in the location shown on the floor plans submitted with Technical Deviation Case No. 2526 from operating for dine-in or take-out service prior to 5:00pm, Monday through Friday. The restrictive covenant must be submitted to the City for approval prior to execution and recordation.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A TECHNICAL DEVIATION APPLICATION FROM SOUTH EAST ARCHITECT SERVICES, INC. IN ACCORDANCE WITH SECTION 98-88(Q) OF THE DEERFIELD BEACH LAND DEVELOPMENT CODE IN ORDER TO PERMIT A RESTAURANT, SPA AND OFFICE USES WITHIN THE EXISTING THREE STORY COMMERCIAL BUILDING ON THE PROPERTY LOCATED AT 1400 E. HILLSBORO BLVD. TO OPERATE WITH A TOTAL OF 14 PARKING SPACES IN LIEU OF THE MINIMUM 28 PARKING SPACES REQUIRED BY THE CITY'S LAND DEVELOPMENT CODE (CASE NO. 2526); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a technical deviation application (the "Application") has been submitted to the City by South East Architect Services, Inc. (the "Applicant") seeking a technical deviation (Case No. 2526) in order to permit a restaurant, spa and offices within the existing building on the property located at 1400 E. Hillsboro Blvd. to operate with a total of 14 parking spaces in lieu of the minimum 28 parking spaces required by the City's Land Development Code (the "Technical Deviation"); and

WHEREAS, the site is an approximately 9,375 square foot parcel legally described as THE COVE 32-48 B LOT 4 W1/2,5 BLK 4, as more particularly described in the file, and located at 1400 E. Hillsboro Blvd., Deerfield Beach, Florida (the "Property"); and

WHEREAS, the existing building on the Property was originally constructed with less parking than what was required by Code, for a single-tenant office user, at 14 parking spaces accessed via a laneway at the rear of the Property, and has two existing on street parking spaces at the front of the building on Hillsboro Blvd.; and

WHEREAS, the Property owner is currently upgrading the façade of the building and wishes to include a restaurant on the first floor, and new offices on the second and third floors, in addition to the existing spa use on the first floor (collectively, the "Uses"); and

WHEREAS, under the City's Land Development Code, the Uses would require 28 parking spaces, and the Applicant is requesting a technical deviation to establish the Uses at the Property with 14 total parking spaces; and

WHEREAS, in order to provide for adequate parking, the Applicant is proposing that the restaurant use to be closed from 9am to 5pm on the weekdays; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, with the exception of the request for the Technical Deviation, the Application complies with all applicable Code and departmental requirements; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the quantity of parking spaces for which the Applicant has requested a Technical Deviation, all applicable Land Development Code requirements have been met.

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

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

Section 2. The City Commission hereby approves the Technical Deviation for the Property located at 1400 E. Hillsboro Blvd., Deerfield Beach, Florida, subject to the following condition of approval, which shall be satisfied by the Applicant:

- Prior to issuance of a building permit for the proposed restaurant use on the Property, the property owner shall execute and record in the public records of Broward County a restrictive covenant that prohibits the proposed, or any future, restaurant use in the location shown on the floor plans submitted with Technical Deviation Case No. 2526 from operating for dine-in or take-out service prior to 5:00 p.m., Monday through Friday. The restrictive covenant must be submitted to the City for approval prior to execution and recordation.

Section 3. All resolutions or parts of resolutions in conflict herewith, be and the same, 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

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A TECHNICAL DEVIATION APPLICATION FROM SOUTH EAST ARCHITECT SERVICES, INC. IN ACCORDANCE WITH SECTION 98-88(Q) OF THE DEERFIELD BEACH LAND DEVELOPMENT CODE IN ORDER TO PERMIT A RESTAURANT, SPA AND OFFICE USES WITHIN THE EXISTING THREE STORY COMMERCIAL BUILDING ON THE PROPERTY LOCATED AT 1400 E. HILLSBORO BLVD. TO OPERATE WITH A TOTAL OF 14 PARKING SPACES IN LIEU OF THE MINIMUM 28 PARKING SPACES REQUIRED BY THE CITY'S LAND DEVELOPMENT CODE (CASE NO. 2526); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a technical deviation application (the "Application") has been submitted to the City by South East Architect Services, Inc. (the "Applicant") seeking a technical deviation (Case No. 2526) in order to permit a restaurant, spa and offices within the existing building on the property located at 1400 E. Hillsboro Blvd. to operate with a total of 14 parking spaces in lieu of the minimum 28 parking spaces required by the City's Land Development Code (the "Technical Deviation"); and

WHEREAS, the site is an approximately 9,375 square foot parcel legally described as THE COVE 32-48 B LOT 4 W1/2,5 BLK 4, as more particularly described in the file, and located at 1400 E. Hillsboro Blvd., Deerfield Beach, Florida (the "Property"); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that the Applicant has not demonstrated compliance with the requirements of the Code for the granting of the Technical Deviation.

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 denies the Technical Deviation for the Property located at 1400 E. Hillsboro Blvd., Deerfield Beach, Florida.

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



PUBLIC HEARING NOTICE

May 7, 2021

Dear Property Owner:

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

P.H. 2021-063: Applicant: STONESHEK LLC represented by South East Architect Services, Inc. (Technical Deviation Case No. 2526)

Proposal: Seeking approval of a TECHNICAL DEVIATION for fourteen (14) parking spaces in accordance with Section 98-88 (q) of the Deerfield Beach Land Development Code to permit a restaurant, spa and offices in an existing building with fourteen (14) existing parking spaces, in lieu of the 28 parking spaces required by Code.

Location: The property is generally described as THE COVE 32-48 B LOT 4 W1/2,5 BLK 4, as more particularly described in the file and located at **1400 E. Hillsboro Boulevard.**

A public hearing will be held on **TUESDAY, MAY 18, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Technical Deviation
Case No. 2526

1400 E Hillsboro Blvd.

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

0 200 400
Feet





DEVELOPMENT PLAN APPLICATION

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

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

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

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

Project Name: STONE SHEK BUILDING - PARKING DEVIATION
Property Owner: JASON SHEK
Applicant (if different from Owner): LAWRENCE KRAMER / LUIS J. GONZALEZ MONTANER
Agent (if different from Owner/Applicant): _____
Address of Property: 1400 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441
Legal Description of Property (lot, block, tract, subdivision): THE COVE 32-48B LOT 4 W 1/2, S BLK 4
Description of Project: SEE EXHIBIT DESCRIPTION

New Development (Y/N):	_____	Modification to Existing Development (Y/N):	<u>NO</u>
Zoning District:	<u>B-1</u>	Future Land Use Category:	<u>COMMERCIAL</u>
Existing Use:	<u>BUSINESS</u>	Proposed Use:	<u>BUSINESS</u>
Lot Area (acres):	<u>9375 sq. ft.</u>	Number of Dwelling Units (proposed):	<u>NA</u>
Sq. Ft. of Structure (existing):	<u>8175 sq. ft.</u>	Sq. Ft. of Structure (proposed):	<u>NO CHANGE</u>

Agent Signature: [Signature]
Name Printed: LAWRENCE KRAMER

Owner Signature: [Signature]
Name Printed: JASON SHEK

Address: PLANTATION, FL 33317
Telephone: 954-797-2821
Email: ldk@searchitects.com

Address: 958 JEFFERY ST, BOCA RATON, FL 33487
Telephone: 954-797-2821
Email: ldk@searchitects.com

AUG 21 2020
Received
Planning & Dev. Svcs.



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, Jason Shea, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

7/31/20

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

notarization, this 31 day of July, 2020

Jason Shea (Affiant), who is personally

known to me or has produced FL Dr LIC identification.

My commission expires: 2/13/22

Commission No.: GG 178127



(Signature of Notary Public - State of Florida)

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



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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.

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NONE

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

I, LAWRENCE KRAMER, have received a copy of the ordinance and understand the ordinance requirements.

Applicant
[Signature]
Signature

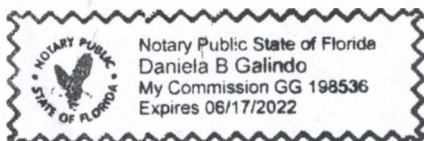
8/18/2020
Date

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

notarization, this 18th day of August, 2020 by
LAWRENCE KRAMER (Affiant), who is personally
known to me or has produced _____ identification.

My commission expires: 6-17-2022

Commission No.: GG 110534



[Signature]
(Signature of Notary Public - State of Florida)
DANIELA GALINDO
(Print, Type, or Stamp Commissioned Name of Notary Public)

For Office Use Only

Date: _____

Application _____

Nos.: _____



DISCLOSURE AFFIDAVIT

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(Attach additional sheets as needed for each item.)

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NONE

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NONE

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NONE

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5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

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

I, Julio MONTANER, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

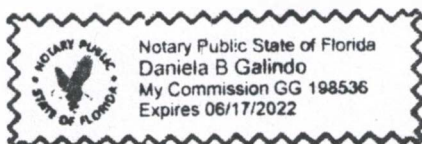
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 18 day of August, 202 by

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

My commission expires: 06-17-2022

Commission No.: GG-198536



(Signature of Notary Public - State of Florida)

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Stoneshek Building	Application No.:	2526 (Tech. Dev.)
Reviewer Name:	Bonnie Jacobson	Project Address:	1400 E Hillsboro Blvd.
Department/Division:	P & Z		
Position:	Sr. Planner		
Date of Review:	03/18/21		
Submittal No.:	4		

A. APPLICATION / GENERAL COMMENTS:

1.	Identify role of Julio Montaner.
1a.	Comment addressed.
2.	Provide project description and background on building. Separate justification for technical deviation from project description.
2a.	Comment addressed.
3.	Affidavit for Notification for owners within 500 feet does not include required information, and is not to be submitted, at this time. This is required when public hearing is scheduled, and staff review is completed. See comment 3. under "Additional Comments."
3a.	Comment acknowledged.

B. TECHNICAL DEVIATION APPLICATION:

1.	The table <i>in Section A</i> of the application was not completed. The required spaces shall be the calculation of all the spaces for each use based on code, not during specific time frames. Based on staff calculations, this would be 28 spaces, with the total technical deviation request being 14 spaces. The technical deviation request would be for 14 parking spaces.
1a.	Comment not addressed. Section A on the application form was not completed.
1b.	Comment not addressed. Complete "Proposed Parking," section of table. Since there are no additional spaces being added to the existing, the proposed and existing parking spaces will be the same.
1c.	Comment addressed.
2.	Item i, <i>Section B of Demonstration of Compliance with Technical Deviation Criteria</i> , requests that the application affirmatively demonstrate that the application of off-street parking restrictions are excessive. Insert explanation regarding differing hours of operation into this section of the application.
2a.	Comment not applicable, shared parking study should be included within item iii in Section B of the application.
2b.	Comment not addressed. While it is understandable how this criterion is applied to

Development Plan Application Comments

	item i, the verbiage needs to incorporate part of the description of the project, how the study fits in, and then provide the necessary back up based on the how the required parking will be mitigated. The focus of the explanation needs to be on the mitigation of the required parking, not the percentage utilization of the lot.
2c.	Comment addressed.
3.	Item iii <i>Section B of Demonstration of Compliance with Technical Deviation Criteria</i> , indicates a study is to be provided that substantiates that there are unique situations that would warrant strict application of the off-street parking requirements unnecessary. The study focuses strictly on the parking requirements for the spa, substantiating why only one space should be necessary for that use, but nothing in the study or the application addresses the parking deviation required for the restaurant and entire building. Even if the technical deviation is granted for the spa, there is still not adequate parking for the rest of the uses.
3a.	Comment not addressed. The technical deviation request is actually for 14 spaces. Part of the deviation request is substantiated by the shared parking via different hours of operation for the uses, and part from the spa not needing all of the spaces per code. Both of these justifications need to be coordinated and integrated into one cohesive study and identified in Section iii of Section B on the application.
3b.	Comment addressed.
4.	Technical Deviation request requires total number of spaces, not a fractional number. Per <i>Section 98-88(g)</i> , when units or measurements determining number of required off-street parking spaces result in requirement of a fractional space, any such fraction equal to or greater than one-half shall require a full off-street parking space.
4a.	Comment addressed.
6.	Justification for a technical deviation shall be identified and placed in the appropriate section of the application. Include the unique circumstances of the property and total number of the deviation of parking spaces requested and for what uses and why.
6a.	Comment addressed.
New Comments as of 02/22/21	
7.	There are too many repetitive attachments. It is permissible to write "see attached" on the application for "Part B" if additional space is necessary or verbiage is not displayed well, but do not submit both.
7a.	Comment addressed.
8.	Items 3, 4, and 5 of the submittals should be combined into one coherent, unified document that demonstrates justification for the parking requirement.
8a.	Comment addressed.
9.	Parking tables added with percentages is confusing and does not adequately address how the existing parking is adequate. Provide tables that show existing required parking and then proposed parking based on the shared parking and parking study, to match what is in written part of application.
9a.	Comment addressed.

C. **PARKING STUDY:**

1.	The parking study does not reflect any of the other uses in the building other than the spa. Either the study needs to reflect the parking needs of all the users on the property, taking into account each users number of employees and customers, hours of operation and peak times of use, or other justification needs to be provided
----	--

Development Plan Application Comments

	for shortage caused by restaurant.
1a.	Comment addressed.
2.	The data collection tables in the parking study identify Parking Zone A and Parking Zone B. Provide map and/or describe location of those parking zones.
2a.	Comment not addressed. Zones A & B not depicted in study.
2b.	Comment addressed.
3.	The parking study needs to not only identify the technical deviation of the number of spaces required but to substantiate why it should be granted and identify the unique circumstances for which the deviation is sought.
3a.	Comment not addressed. See comment 3a. under "Technical Deviation Application."
3b.	Comment not addressed. See comment 2b. under "Technical Deviation Application."
3c.	Comment addressed.

D. SITE/FLOOR PLAN:

1.	Correct site data table to match what is in Section A of application. See comment 1. Above under "Technical Deviation Application."
1a.	Comment addressed.
1b.	Comment not addressed. Remove tables from site plan. What needs to be updated is the existing, required, proposed parking from A on the application. See comment 3 below.
1c.	Comment addressed
2.	Floor plan for third story office space is incorrect square footage based on approved plans. Indoor space is 574 square feet not 498. Elevator and bathroom space is included in this space as it is private to this space.
2a.	Comment not addressed. Per Schedule of Dimensional Regulations, parking requirements are based on gross square footage. Per section 98-3 Definitions, " <i>Floor area, gross</i> means the floor area within the perimeter of the outside walls of the building with no deduction for corridors, stairs, closets, thickness of walls, columns, or other features. Where the term "area" is used in this Code, it shall be understood to be gross area unless otherwise specified." Existing plans on file indicate the area is 574 square feet, parking requirement would be the same.
2b.	Comment addressed.
New Comments as of 12/21/20	
3.	Remove shared parking analysis from site plans and incorporate into technical deviation application. Integrate, parking study from Traffic Engineer, and shared parking analysis into one report. See comment 3a. under "Technical Deviation Application."
3a.	Comment not addressed.
New Comments as of 02/22/21	
3b.	Life Safety Plan is not necessary for this application. Remove from submittal.
3c.	Comment addressed.

E. ADDITIONAL COMMENTS:

1.	A Certificate of Use (CU) and Business Tax Receipt (BTR) is required for each business space in the building prior to occupancy.
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Development Plan Application Comments

1a.	Comment not addressed. All businesses are required to obtain pre-approval of a Certificate of Use. The only business, which has an active CU and BTR, is Gold Massage Lounge. Acknowledge comment.
1b.	Comment acknowledged.
2.	Review of the Parking Study by the City's Traffic Engineering consultant may be required, and cost recovery fees may be payable.
2a.	Comment acknowledged.
3.	The Project coordinator shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
3a.	Comment acknowledged.
4.	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
4a.	Comment acknowledged.
5.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consult fees exceed the deposit amount, additional fees may be payable by the Applicant.
5a.	Comment acknowledged.
6.	Prior to resubmittal, contact Bonnie Jacobson at bjacobson@deerfield-beach.com and Vero Rodriguez at vrodriguez@deerfileld-beach.com to schedule a Development Review Committee meeting.
6a.	Comment acknowledged. Set up meeting with project manager.
6b.	Set up additional meeting with project manager.
6c.	Comment addressed.
7.	All resubmittals shall be provided with a written narrative responding to all comments.
7a.	Comment addressed.



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Stoneshek Building	Application No.:	2526 (Tech. Dev.)
Reviewer Name:	Bryan Kelley	Project Address:	1400 E Hillsboro Blvd.
Department/Division:	Traffic Engineering		
Position:			
Date of Review:	12/14/2020		
Submittal No.:	3		

A. TECHNICAL DEVIATION APPLICATION:

1.	The applicant's request for shared parking is reliant on the office business hours closing at 5pm, the existing spa only utilizing one parking space, and the restaurant not opening until 5pm on the weekdays. Generally, the industry standard methodology for shared parking studies is to incorporate time of day percentages from the Urban Land Institute's (ULI) Shared Parking publication. The ULI methodology would not support the applicant's technical deviation for a reduction in parking. However, the ULI does not take into account restaurants being closed during the daytime and was not utilized by the applicant. Instead, the applicant provided parking tables for weekday daytime, weekday evenings, and weekends. The largest parking deviation is to occur during the weekday daytime. The office is required 13 of the 14 available spaces. Therefore, the spa can only take up one parking space and the restaurant would not be able to be in use. The applicant provided a parking study which documented only one onsite parking space being utilized for the spa by the owner. Spa patrons likely utilized on-street parking on Hillsboro Boulevard instead of the onsite parking lot during the parking data collection. Based on the above summary, it is recommended that the applicant enter into a restrictive covenant with the City so the proposed and any future restaurant may not open until 5pm on weekdays.
----	---



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

ATTACHMENT D

APPLICATION FOR TECHNICAL DEVIATION

Pursuant to Code Section 98-88(q).- *Off Street Parking and Loading.*

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

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

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

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** (*if applicable*) authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Business Tax Receipt Application** (*if applicable*)
- ☐ **Dimensioned Floor Plan** and/or site sketch showing proposed use in relation to the building and/or site.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

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

A. PROPOSED TECHNICAL DEVIATION

Provide the following calculations in the table below:

	Required	Existing	Proposed	Change (+/-)
Total number of parking spaces	28	14	14	-14
Total number of ADA-accessible parking spaces	1	1	1	0

B. DEMONSTRATION OF COMPLIANCE WITH TECHNICAL DEVIATION CRITERIA

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

Section 98-88(q) of the Deerfield Beach Land Development Code states: *one the following requirements must be met in order to receive a technical deviation. The burden of proving that one of the requirements is met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

The City Commission may grant a technical deviation from the requirements of the off street parking requirements as it deems justified based upon the criteria described below with any conditions it deems necessary to assure that the reasonable parking needs of the use are provided for.

Application WILL NOT be accepted without a specific statement in response to either i, ii, or iii on the following pages.

- i. The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction:

See i statement attached

- ii. It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use:

NOT APPLIED

- iii. A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation:

See iii statement attached

South East Architect Services, Inc.

4310 W. Broward Blvd. Plantation, Fl. 33317

Office: 954 797 2821 Fax: 954 797 2847

Project Name: "Li Fang Yuan @ StoneShek"
Project Address: 1400 E. Hillsboro Blvd. Deerfield Beach, Fl. 33441
From: Lawrence Kramer, President
Office: South East Architect Services Inc.

Statement i.

The building, 1400 E. Hillsboro Blvd., is a 3 stories structure with a gross lease area of 6,120+/- square feet and 14 parking spaces on site and 2 off- site parking spaces on E. Hillsboro Blvd. (The offsite parking is not applied to the parking count). Currently the building is undergoing an exterior renovation utilizing CRA funding and the 2nd floor office space is also being renovated. The 1st floor currently consists of a vacant bay and an operating spa, the second and 3rd floors are vacant. We are proposing the following uses: 1st floor restaurant and spa, and 2nd and 3rd floors will be offices. With these uses, the required parking is as follow:

Parking According to Code	Parking Req. 1 space/	Square feet	Req. Parking
Spa	200 sq.ft.	1,268 sq.ft.	6 Spaces
Cust. Service Area-Rest.	50 sq.ft.	310 sq.ft.	6 Spaces
Balance of Space-Rest.	400 sq.ft.	958 sq.ft.	3 Spaces
Office 2nd fl.	250 sq.ft.	2,750 sq.ft.	11 Spaces
Office 3rd fl.	250 sq.ft.	574 sq.ft.	2 Spaces
Total Parking Required			28 Spaces

Thus, the applicant is requesting a 14 space technical deviation for this building. The actual parking demand for these uses will not exceed the 14 spaces existing, due to a reduced actual parking use by the Spa of 1 space not 6, and a shared parking arrangement by which the restaurant will be closed from 9-5 on weekdays. The applicant is willing to agree to and sign an agreement requiring the restaurant be closed at this time. The attached study by KPR

demonstrates that the parking for the Spa is only one parking space. It is presumed that customers are parking on the on-street parking space in the front of the building.

Below is a chart that demonstrates the actual parking required is 14 spaces or less, combining the actual parking usage by the Spa and the proposed shared parking scheme which limits the operating hours of the restaurant.

Parking According to Code	Parking Req. 1 space/	Square feet	Req. Parking	Shared Parking			
				Week-days 9 to 5	Week-day 5-Midnight	Week-end 9 to 6	Week-end 6 to 4
Spa	200 sq.ft.	1,268 sq.ft.	6 Spaces	1*	1*	1*	1*
Cust. Service Area-Rest.	50 sq.ft.	310 sq.ft.	6 Spaces	0 Rest Clsd	6 spaces	6 spaces	6 spaces
Balance of Space-Rest.	400 sq.ft.	958 sq.ft.	3 Spaces		3spaces	3spaces	3spaces
Office 2nd fl.	250 sq.ft.	2,750 sq.ft.	11 Spaces	11	0	0	0
Office 3rd fl.	250 sq.ft.	574 sq.ft.	2 Spaces	2	0	0	0
Total Parking Required			28 Spaces	14 spaces	10 spaces	10 spaces	10 spaces

* Based on parking study-Spa only requires one space.

Based on the above, the applicant affirmatively demonstrates that this application for off street parking places requirements and restrictions upon the use of the proposed development, which make the off street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed tenants. These parking requirements and restrictions are excessive since the applicant will provide a restrictive covenant with the City so the proposed and any future restaurant may not open until 5pm on weekdays. Also, the attached study demonstrated that the parking for the Spa is excessive.

South East Architect Services, Inc.

4310 W. Broward Blvd. Plantation, Fl. 33317 Office: 954 797 2821 Fax: 954 797 2847

Project Name: "Li Fang Yuan @ StoneShek"
Project Address: 1400 E. Hillsboro Blvd. Deerfield Beach, Fl. 33441
From: Lawrence Kramer, President
Office: South East Architect Services Inc.

Statement iii.

A study is provided by KPR Consulting Inc., a traffic engineer, indicating that for the Spa "Gold Massage Lounge" only 1 parking space is required.

The parking utilization study by KBR Consulting, Inc. clearly demonstrates the actual parking require for the spa is 1 space, strict application of the off-street parking requirements will make it inequitable to the applicant and unnecessary to protect the public interest to apply the specific requirement of the off-street parking ordinance, 6 spaces, to the Spa. By applying the actual parking requirement for the spa, 1 space, with shared parking sufficient parking exists to serve the proposed development with the granting of the technical deviation for the spa and shared parking.

Provided is KPR's Parking Utilization Study.

MEMORANDUM

To: Larry Kramer
Francisco Montaner

From: Karl B. Peterson, P.E.

Date: February 10, 2021

Subject: 1400 E. Hillsboro Boulevard – Deerfield Beach
Parking Utilization Study

The 1400 Building is an existing two-story office / retail building located on the south side of E. Hillsboro Boulevard between SE 12th Avenue and SE 15th Avenue in Deerfield Beach, Broward County, Florida. More specifically, the subject site is located at 1400 E. Hillsboro Boulevard and the Folio Number is 4843 05 08 0520. A project location map is presented in Attachment A to this memorandum.

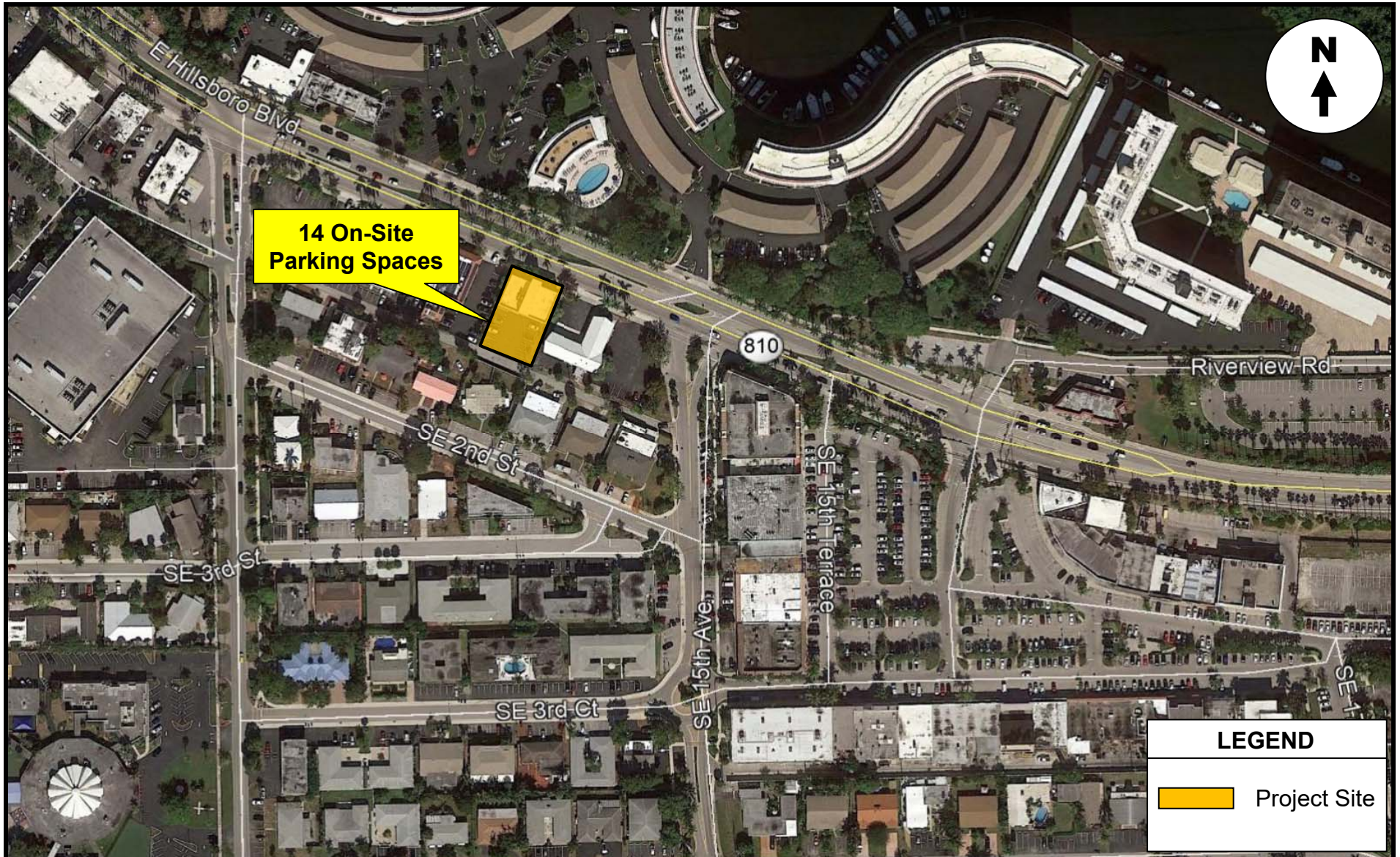
At the present time, this building has only one (1) tenant – the Gold Massage Lounge. This property has 14 on-site parking spaces, all of which are located to the rear of the building. The purpose of this parking utilization study is to determine the number of parking spaces being utilized on a typical day by the current tenant. This was done by documenting the parking demand within these parking spaces in 15-minute intervals on a typical peak season Thursday and Friday between 9:00 AM and 7:00 PM. The parking lot was divided into two (2) zones for the purposes of the data collection effort. A graphic depicting these zones is presented in Attachment B. The detailed parking data collected as part of this study is presented in Attachment C to this memorandum.

The results of this data collection and field observation task indicate that the peak parking demand never exceeded one (1) vehicle throughout the entire data collection time period.

Attachment A

1400 E. Hillsboro Boulevard – Deerfield Beach, Florida

Project Location Map



KBP
CONSULTING, INC.

Project Location Map

Attachment A
1400 E. Hillsboro Boulevard
Deerfield Beach, Florida

Attachment B

1400 E. Hillsboro Boulevard – Deerfield Beach, Florida

Depiction of Data Collection Zones



Attachment C

1400 E. Hillsboro Boulevard – Deerfield Beach, Florida

Parking Data

KBP Consulting, Inc.
8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 560-7103

Project: 1400 E. Hillsboro Boulevard
Analyst: KBP
Project No.: 16,849
Date: Thursday, March 12, 2020
Time Period: 9:00 AM to 7:00 PM

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		9:00 AM to 9:15 AM	9:15 AM to 9:30 AM	9:30 AM to 9:45 AM	9:45 AM to 10:00 AM	10:00 AM to 10:15 AM	10:15 AM to 10:30 AM	10:30 AM to 10:45 AM	10:45 AM to 11:00 AM	11:00 AM to 11:15 AM	11:15 AM to 11:30 AM	11:30 AM to 11:45 AM	11:45 AM to 12:00 PM	12:00 PM to 12:15 PM	12:15 PM to 12:30 PM	12:30 PM to 12:45 PM	12:45 PM to 1:00 PM	1:00 PM to 1:15 PM	1:15 PM to 1:30 PM	1:30 PM to 1:45 PM	1:45 PM to 2:00 PM
A	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
B	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1
Total	14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		2:00 PM to 2:15 PM	2:15 PM to 2:30 PM	2:30 PM to 2:45 PM	2:45 PM to 3:00 PM	3:00 PM to 3:15 PM	3:15 PM to 3:30 PM	3:30 PM to 3:45 PM	3:45 PM to 4:00 PM	4:00 PM to 4:15 PM	4:15 PM to 4:30 PM	4:30 PM to 4:45 PM	4:45 PM to 5:00 PM	5:00 PM to 5:15 PM	5:15 PM to 5:30 PM	5:30 PM to 5:45 PM	5:45 PM to 6:00 PM	6:00 PM to 6:15 PM	6:15 PM to 6:30 PM	6:30 PM to 6:45 PM	6:45 PM to 7:00 PM
A	6	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0
B	8	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	14	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0

Source: KBP Consulting, Inc. (March 2020)

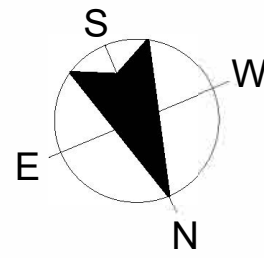
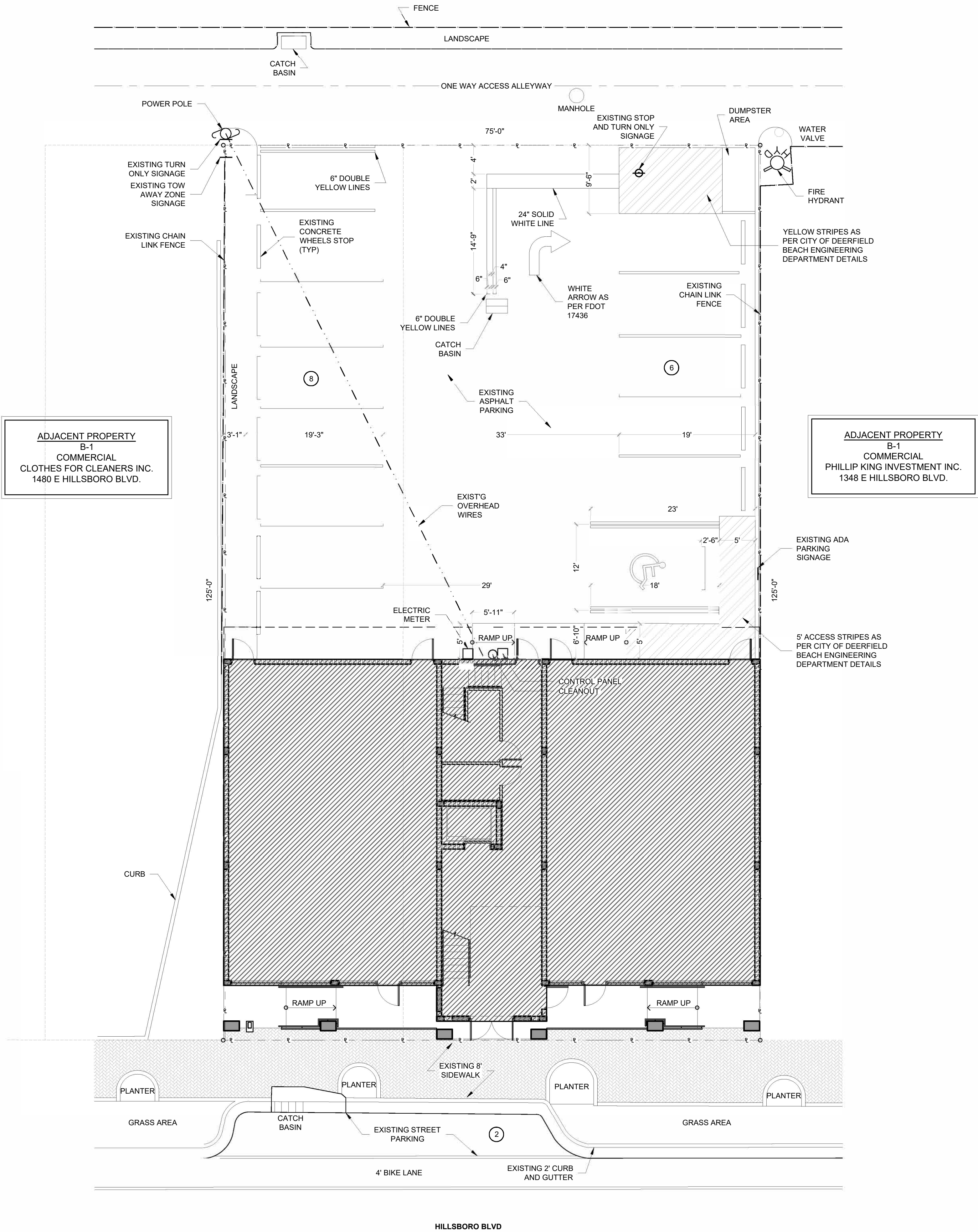
KBP Consulting, Inc.
8400 N. University Drive
Suite 309
Tamarac, Florida 33321
(954) 560-7103

Project: 1400 E. Hillsboro Boulevard
Analyst: KBP
Project No.: 16-849
Date: Friday, March 13, 2020
Time Period: 9:00 AM to 7:00 PM

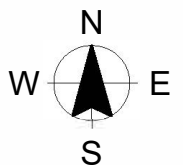
Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		9:00 AM to 9:15 AM	9:15 AM to 9:30 AM	9:30 AM to 9:45 AM	9:45 AM to 10:00 AM	10:00 AM to 10:15 AM	10:15 AM to 10:30 AM	10:30 AM to 10:45 AM	10:45 AM to 11:00 AM	11:00 AM to 11:15 AM	11:15 AM to 11:30 AM	11:30 AM to 11:45 AM	11:45 AM to 12:00 PM	12:00 PM to 12:15 PM	12:15 PM to 12:30 PM	12:30 PM to 12:45 PM	12:45 PM to 1:00 PM	1:00 PM to 1:15 PM	1:15 PM to 1:30 PM	1:30 PM to 1:45 PM	1:45 PM to 2:00 PM
A	6	0	0	1	1	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0
B	8	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Total	14	0	0	1	1	1	1	1	1	0	0	1	1	0	0	0	0	0	0	0	0

Parking Zone	Number of Available Spaces	Time Intervals (Number of Parked Vehicles)																			
		2:00 PM to 2:15 PM	2:15 PM to 2:30 PM	2:30 PM to 2:45 PM	2:45 PM to 3:00 PM	3:00 PM to 3:15 PM	3:15 PM to 3:30 PM	3:30 PM to 3:45 PM	3:45 PM to 4:00 PM	4:00 PM to 4:15 PM	4:15 PM to 4:30 PM	4:30 PM to 4:45 PM	4:45 PM to 5:00 PM	5:00 PM to 5:15 PM	5:15 PM to 5:30 PM	5:30 PM to 5:45 PM	5:45 PM to 6:00 PM	6:00 PM to 6:15 PM	6:15 PM to 6:30 PM	6:30 PM to 6:45 PM	6:45 PM to 7:00 PM
A	6	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	0	
B	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
Total	14	0	0	0	0	0	0	0	0	1	1	1	1	1	1	0	0	0	0	1	

Source: KBP Consulting, Inc. (March 2020)



LOCATION MAP
SCALE: N.T.S.



Parking According to Code	Parking Req	Square feet	Req. Parking
Spa	200 sq.ft.	1,268 sq.ft.	6 Spaces
Cust. Service Area-Res	50 sq.ft.	310 sq.ft.	6 Spaces
Balance of Space-Res	400 sq.ft.	958 sq.ft.	3 Spaces
Office 2nd fl.	250 sq.ft.	2,750 sq.ft.	11 Spaces
Office 3rd fl.	250 sq.ft.	574 sq.ft.	2 Spaces
Total Parking Required			28 Spaces

Parking According to Code	Parking Req	Square feet	Req. Parking	Shared Parking			
				Week-day 9 to 5	Week-day 5-Midnight	Week-end 9 to 6	Week-end 6 to 4
Spa	200 sq.ft.	1,268 sq.ft.	6 Spaces	1*	1*	1*	1*
Cust. Service Area-Res	50 sq.ft.	310 sq.ft.	6 Spaces	0	6 spaces	6 spaces	6 spaces
Balance of Space-Res	400 sq.ft.	958 sq.ft.	3 Spaces	Rest Clsd	3spaces	3spaces	3spaces
Office 2nd fl.	250 sq.ft.	2,750 sq.ft.	11 Spaces	11	0	0	0
Office 3rd fl.	250 sq.ft.	574 sq.ft.	2 Spaces	2	0	0	0
Total Parking Required			28 Spaces	14 spaces	10 spaces	10 spaces	10 spaces

* Based on parking study-Spa only requires one space.

REVISIONS:

SOUTHEAST ARCHITECTS SERVICES, INC.

4310 WEST BROWARD BLVD. Ste. 3 # Plantation, FL 33317
(954) 797-2821 - FAX (954) 797-2847
LIC. # AA-C001953

"LI FANG YUAN LLC" @ STONESHEK SUITE 101

1400 EAST HILLSBORO BLVD., DEERFIELD BEACH, FL

33441

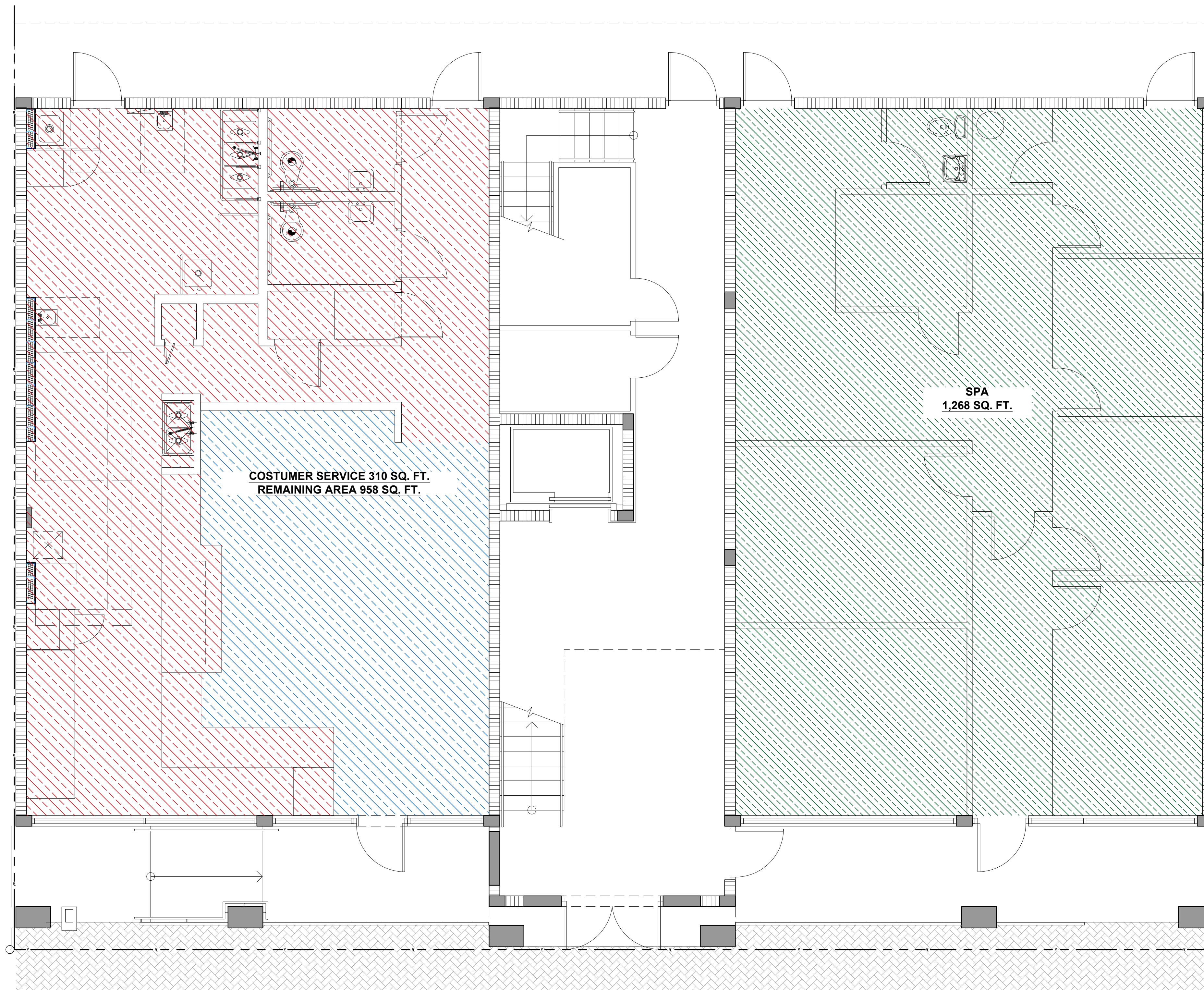
DESIGN TEAM: COLABORATE: DATE: 08-07-2020 PROJECT NUMBER: 04-19 SHEET NUMBER: SP-1

1 SP-1

SITE PLAN

SCALE: 1'-0" = 100

Page 78 of 361

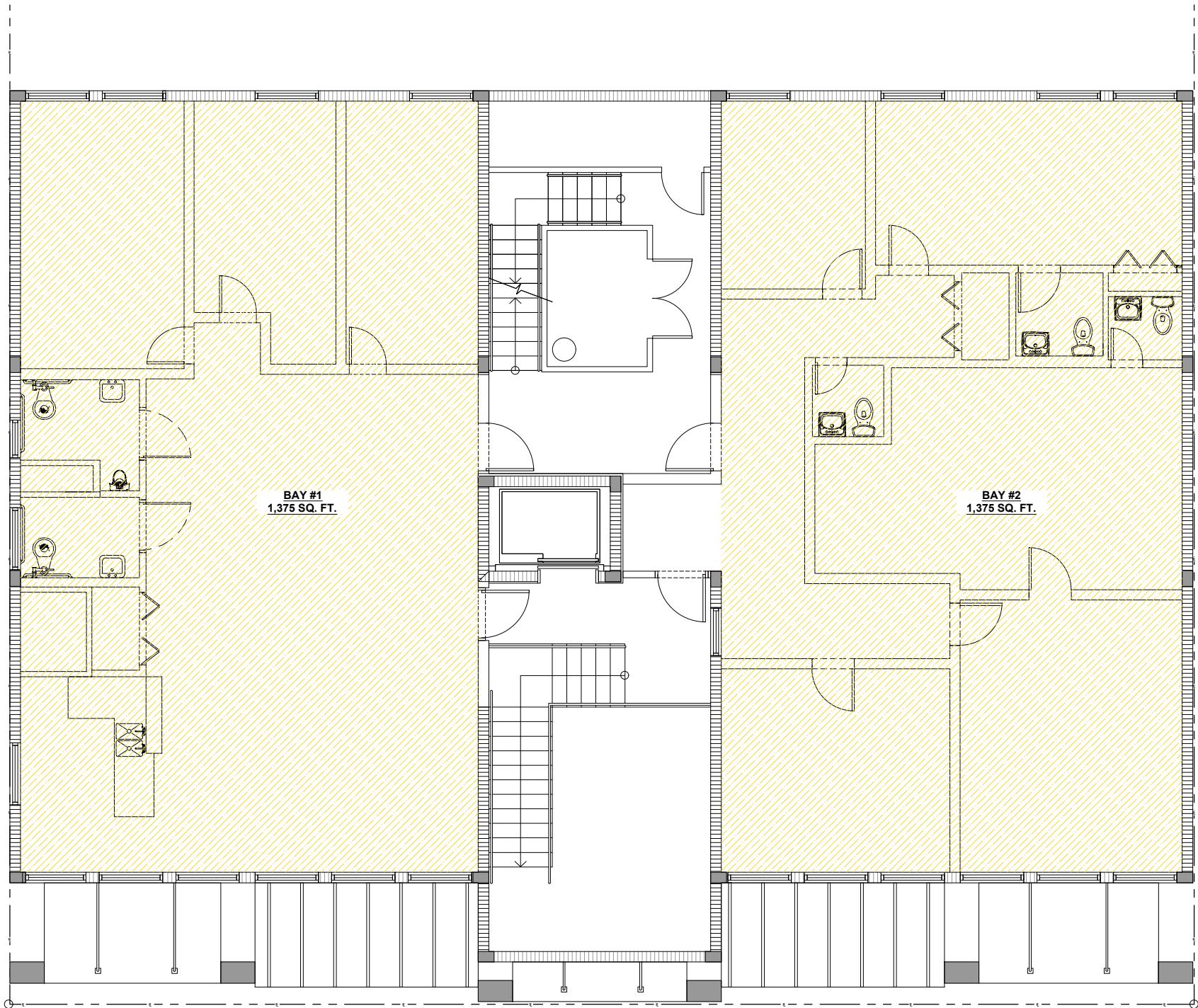


OPERATING HOURS: 5:00 PM TO 10:00 PM WEEK DAYS
OPERATING HOURS: 11:00 AM TO 10:00 PM WEEKENDS
TOTAL SPACES REQUIRED 9 SPACES

OPERATING HOURS: 9:00 AM TO 10:00 PM
BY CODE TOTAL SPACES REQUIRED 6 SPACES
PER PARKING STUDY TOTAL SPACES REQUIRED 1

DESIGN TEAM:	SEA
COLABORATE:	
DATE:	05-26-2020
PROJECT NUMBER:	04-19
SHEET NUMBER:	

SCALE: $\frac{3}{8}" = 1'-0"$



OFFICE
BAY #2

OPERATING HOURS: 9:00 PM TO 5:00 PM WEEK DAYS

DESIGN TEAM:	SEA
COLABORATE:	
DATE:	05-26-2020
PROJECT NUMBER:	04-19
SHEET NUMBER:	



4 of 361



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-646

Agenda Date: 5/18/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-064: WHALE'S RIB INC. represented by Steve Edwards Architecture LLC (Technical Deviation Case No. 2529)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant is requesting approval of a technical deviation to accommodate a proposed generator for the existing Whale's Rib restaurant, so that it may remain open to the public, during extreme weather events. The proposed generator will be located at the northwest corner of the site and will result in the loss of two (2) parking spaces. The generator and existing adjacent trash collection area will be fenced with a new white vinyl coated chain link fence, which was approved by the Community Appearance Board on April 14, 2021 (Minor Site Plan Application #15-B1-200 Rev.1).

The site is located in the beach area, as identified in Section 98-88(q)(iv), within the B-1 (Business Community) zoning district. Pursuant to Schedule B.- Off-Street Parking Requirements, the restaurant use requires 38 parking spaces. However, the onsite parking is considered nonconforming with ten (10) 'grandfathered' parking spaces, requiring twenty-eight (28) spaces. A technical deviation for seven (7) parking spaces was approved in 2015 (Resolution 2015/128) due to the widening of A1A and the proximity of the site to the public parking garage, which resulted in approval of the existing twenty-one (21) parking spaces. In order to construct the generator, the applicant is now requesting a technical deviation of two (2) additional spaces for a total of nineteen (19) parking spaces onsite.

The applicant has addressed subsection (i) for a technical deviation, as the majority of the restaurant's customers are pedestrians who are in the beach area for other purposes than the restaurant. The restaurant currently provides an onsite attendant that directs people to the public lots, when the restaurant lot is full. The applicant will also pay a fee of \$6,000 per parking space as required by Section 98-88(q)(iv) of the Land Development Code. The fee is deposited into a parking fund that supports improvements to the public parking system in the beach area.

Should the City Commission decide to approve the request, the following condition of approval is recommended:

1. Prior to issuance of the building permit for the proposed generator, the applicant shall pay \$12,000 to the City of Deerfield Beach (\$6,000 per parking space reduction) to support improvements to the public parking system in the beach area.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A TECHNICAL DEVIATION APPLICATION FROM WHALE’S RIB, INC. IN ACCORDANCE WITH SECTION 98-88(Q) OF THE DEERFIELD BEACH LAND DEVELOPMENT CODE FOR REMOVAL OF TWO PARKING SPACES TO ACCOMMODATE A GENERATOR FOR THE EXISTING RESTAURANT, TO PERMIT A TOTAL OF 19 PARKING SPACES IN LIEU OF THE MINIMUM 21 PARKING SPACES PREVIOUSLY APPROVED FOR THE PROPERTY LOCATED AT 2019-2041 NE 2ND STREET (CASE NO. 2529); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a technical deviation application (the “Application”) has been submitted to the City by Whale’s Rib, Inc. (the “Applicant”) seeking a technical deviation (Case No. 2529) to remove two parking spaces to accommodate a generator for the existing restaurant, to permit a total of 19 parking spaces in lieu of the minimum 21 parking spaces previously approved for the property located at 2019-2041 NE 2nd Street (the “Technical Deviation”); and

WHEREAS, the site consists of three parcels in the Beach Area totaling approximately 18,755 square feet, generally described as multiple parcels of land in OCEAN VUE 3-34 BLK 5, as more particularly described in the file, and located at 2019-2041 NE 2nd Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, the Applicant is requesting approval of a technical deviation to accommodate a proposed generator at the northwest corner of the Property, so that the existing Whale’s Rib restaurant may remain open to the public during extreme weather events; and

WHEREAS, the proposed generator and existing adjacent trash collection area will be fenced with a new white vinyl coated chain link fence, which was approved by the Community Appearance Board on April 14, 2021 (Minor Site Plan Application #15-B1-200 Rev.1); and

WHEREAS, under the City’s Land Development Code, the restaurant use requires 38 parking spaces; however, the onsite parking is considered nonconforming with ten grandfathered’ parking spaces, requiring 28 spaces, and a technical deviation for seven parking spaces was approved in 2015 (Resolution 2015/128) due to the widening of A1A and the proximity of the site to the public parking garage, which resulted in approval of the existing 21 parking spaces; and

WHEREAS, in order to construct the proposed generator, the Applicant is requesting a technical deviation of two additional spaces for a total of 19 parking spaces onsite; and

WHEREAS, the restaurant currently provides an onsite attendant that directs people to the public parking lots when the restaurant lot is full, and the Applicant has represented that a

majority of the restaurant's customers are pedestrians who are in the beach area for purposes other than the restaurant; and

WHEREAS, the City Commission has determined that the Applicant has demonstrated compliance with the requirements of Section 98-88(Q) of the Code for the granting of the Technical Deviation; and

WHEREAS, with the exception of the request for the Technical Deviation and the prior approved deviation, the Application complies with all applicable Code and departmental requirements; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that, with the exception of the quantity of parking spaces for which the Applicant has requested a Technical Deviation, all applicable Land Development Code requirements have been met.

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

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

Section 2. The City Commission hereby approves the Technical Deviation for the Property located at 2019-2041 NE 2nd Street, Deerfield Beach, Florida, subject to the following condition of approval, which shall be satisfied by the Applicant:

- Prior to issuance of the building permit for the proposed generator, the Applicant shall pay \$12,000 to the City of Deerfield Beach (\$6,000 per parking space reduction) to support improvements to the public parking system in the beach area.

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

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A TECHNICAL DEVIATION APPLICATION FROM WHALE’S RIB, INC. IN ACCORDANCE WITH SECTION 98-88(Q) OF THE DEERFIELD BEACH LAND DEVELOPMENT CODE FOR REMOVAL OF TWO PARKING SPACES TO ACCOMMODATE A GENERATOR FOR THE EXISTING RESTAURANT, TO PERMIT A TOTAL OF 19 PARKING SPACES IN LIEU OF THE MINIMUM 21 PARKING SPACES PREVIOUSLY APPROVED FOR THE PROPERTY LOCATED AT 2019-2041 NE 2ND STREET (CASE NO. 2529); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, a technical deviation application (the “Application”) has been submitted to the City by Whale’s Rib, Inc. (the “Applicant”) seeking a technical deviation (Case No. 2529) to remove two parking spaces to accommodate a generator for the existing restaurant, to permit a total of 19 parking spaces in lieu of the minimum 21 parking spaces previously approved for the property located at 2019-2041 NE 2nd Street (the “Technical Deviation”); and

WHEREAS, the site consists of three parcels in the Beach Area totaling approximately 18,755 square feet, generally described as multiple parcels of land in OCEAN VUE 3-34 BLK 5, as more particularly described in the file, and located at 2019-2041 NE 2nd Street, Deerfield Beach, Florida (the “Property”); and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that the Applicant has not demonstrated compliance with the requirements of the Code for the granting of the Technical Deviation.

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 denies the Technical Deviation for the Property located at 2019-2041 NE 2nd Street, Deerfield Beach, Florida.

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



PUBLIC HEARING NOTICE

May 7, 2021

Dear Property Owner:

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

P.H. 2021-064: Applicant: WHALE'S RIB INC. represented by Steve Edwards Architecture LLC (Technical Deviation Case No. 2529)

Proposal: Seeking approval of a TECHNICAL DEVIATION for two (2) additional parking spaces in accordance with Section 98-88 (q) of the Deerfield Beach Land Development Code to permit a generator installation for an existing restaurant, in lieu of the twenty-one (21) parking spaces as previously approved.

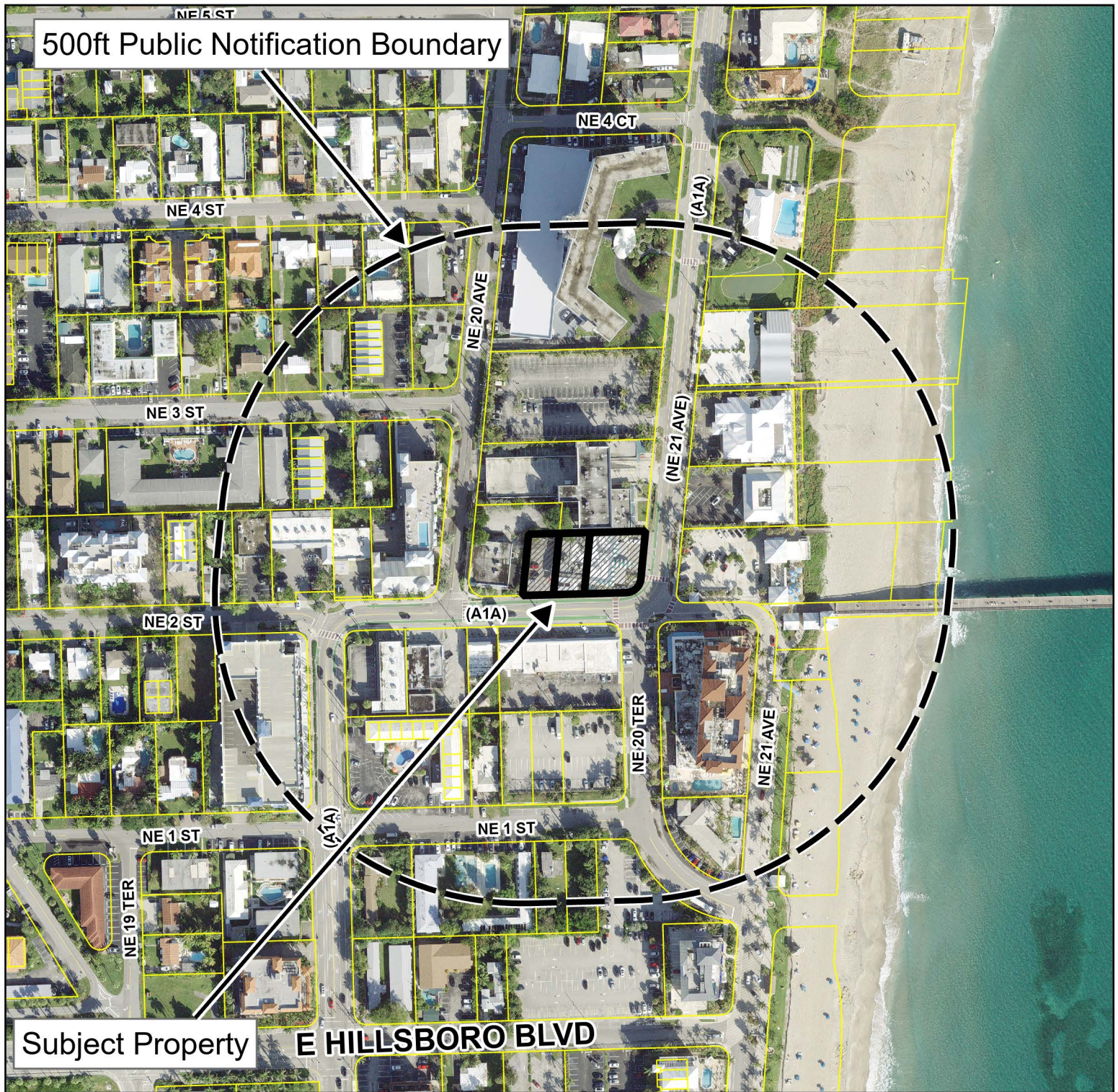
Location: The property is generally described as several parcels of land in OCEAN VUE 3-34 BLK 5, more particularly described in the file and located at **2019-2041 NE 2 Street.**

A public hearing will be held on **TUESDAY, MAY 18, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting). All interested parties may appear in person to offer evidence in support of or against the proposal. Further information may be obtained at www.deerfield-beach.com/agendas or from the Planning and Development Services Department during business hours in City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441, phone: (954) 480-4206.

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

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

Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map

Technical Deviation
Case No. 2529

2019 - 2041 NE 2nd Street

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

0 125 250
Feet





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)

Project Name: New Emergency Generator for Whale's Rib Restaurant

Property Owner: Stephenson Group Deerfield, LLC

Applicant (if different from Owner): The Whale's Rib, Inc

Agent (if different from Owner/Applicant): Stephen P Edwards, Architect

Address of Property: 2031 NE 2nd Street

Legal Description of Property (lot, block, tract, subdivision): Ocean View 3-34B West 50 Lots 14 & 15, Block 5

Description of Project: Add an emergency generator in the NW corner of the property, next to existing dumpsters

New Development (Y/N)	<u>No</u>	Modification to Existing Development (Y/N)	<u>Yes</u>
Zoning District (existing):	<u>B-1</u>	Zoning District (proposed):	<u>B-1</u>
Existing Use:	<u>Parking space</u>	Proposed Use:	<u>Ancillary Structure</u>
Lot Area:	<u>18,792 s.f.</u>	Number of Dwelling Units (proposed):	<u>N/A</u>
Sq. Ft. of Structure (existing):	<u>0</u>	Sq. Ft. of Structure (proposed):	<u>60</u>

Agent Signature*: [Signature]

Name Printed Stephen P Edwards

Address: 941 SE 14 Terrace
Deerfield Beach, FL 33441

Telephone: 954-675-0950

Email: steve@s-e-arch.com

Owner Signature**: [Signature]

Name Printed Dale I Stephenson, Trustee

Address: 8300 US Highway 1
Mirac, Florida 32976

Telephone: 1-321-749-7863

Email: dalisal21631@gmail.com

*by Dale I. Stephenson Revocable Trust Agreement, 9/16/2013

* 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, Dale Stephenson, Trustee, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

4/16/21
Date

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

notarization, this 16TH day of April, 2021, by
DALE STEPHENSON, Trustee of Dale I Stephenson Revocable Trust Agreement dated 9/16/2013, a
Manager of Stephenson Group Deerfield LLC (Affiant), who is personally
known to me or has produced FLORIDA DRIVER LICENSE identification.

My commission expires: _____

Commission No.: _____



Pratik Patel
Notary Public
State of Florida

My Commission Expires 03/14/2023
Commission No. GG 312185

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

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



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(Attach additional sheets as needed for each item.)

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

N/A

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

N/A

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

N/A

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

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

I, Stephen P. Edwards, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Signature

Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 16 day of April, 2021 by Stephen Edwards (Affiant), who is personally known to me or has produced FL DL identification.

My commission expires: 8/26/2024

Commission No.: 111037024

(Signature of Notary Public - State of Florida)

Javier Arbelaez

Notary Public

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

State of Florida

Commission #111037024

Expires 8/26/2024

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Whale's Rib	Application No.:	2529
Reviewer Name:	Bonnie Jacobson	Project Address:	Technical Deviation
Department/Division:	Planning & Zoning		2019-2041 NE 2 St.
Position:	Sr. Planner		
Date of Review:	04/19/21		
Submittal No.:	3		

A. APPLICATION – Section A. Proposed Technical Deviation:

1.	Provide required number of parking spaces and number of ADA-accessible parking spaces. Indicate the required spaces are 38 with 10 grandfathered, and seven spaces granted by technical deviation, per Resolution 2015/128, to allow a required number of spaces to be 21 spaces. The applicant is now requesting a technical deviation for two additional spaces.
1a.	Comment addressed.

B. APPLICATION – Section B. Demonstration of Compliance with Technical Deviation Criteria

1.	The explanation for the technical deviation does not adequately focus on the excessiveness of the parking situation. Provide more information as to why the parking spaces need to be removed, for the generator and the parking requirement is excessive. Indicate why the removal of two spaces will not have a negative impact on the parking situation for the restaurants.
1a.	Comment not addressed.
1b.	Comment addressed.
2.	The applicant indicates it has a valet parking agreement with the Atlantic Pavilion. Provide a copy of the agreement and demonstrate there is adequate parking at Atlantic Pavilion to cover the removal of the additional two spaces.
2a.	Comment not addressed.
2b.	Comment addressed. Not a valet parking agreement. Patrons can park in public parking there.
3.	Previous technical deviation application indicated the presences of a public garage within 750 feet of the property. This is a condition that meets criterion of the Technical Deviation application. Consider adding to the application or using this criterion for the justification.
3a.	Comment addressed.
	NEW COMMENTS 2/26/21

Development Plan Application Comments

4.	Applicant indicates that they are making “in lieu” payments instead of an off-site lease agreement, for the spaces removed. This is an inaccurate statement. Per Section 98-88(q)(c), the in-lieu payment is a code requirement for the receipt of any technical deviation granted in the Beach Area. Change statement to indicate that the applicant will comply with this regulation and pay into the City fund the sum of \$12,000.00 (\$6,000 per each parking space).
4a.	Comment addressed.
5.	Combine responses within Sections i. and ii. into one response as the requirement is to demonstrate compliance with one of three criteria.
5a.	Comment addressed.

C.

ADDITIONAL COMMENTS:	
1.	Technical Deviation requires City Commission approval. 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 remediation, 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 .
1a.	Comment not acknowledged.
	Comment acknowledged.
2.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review and remediation of the proposed. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City’s consult fees exceed the deposit amount, additional fees may be payable by the Applicant. The amount of cost recovery fees required for the public notice requirements of this application is approximately \$200. Cost recovery for remediation of the application will be provided at time of City Commission.
2a.	Comment not acknowledged.
2b.	Comment acknowledged.
NEW COMMENTS 2/26/21	
3.	Provide updated disclosure statements prior to City Commission hearing.
3a.	Comment pending.
3b.	Comment addressed.



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

ATTACHMENT D

APPLICATION FOR TECHNICAL DEVIATION

Pursuant to Code Section 98-88(q).- *Off Street Parking and Loading.*

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

An application must be deemed complete and in compliance with the Land Development Code by Staff prior to the items being scheduled for public hearing.

REQUIRED SUBMITTALS

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

- ☐ **Complete Application** (*Including Development Plan Application Form*)
- ☐ **Application Processing Fee** (*See fee schedule*)
- ☐ **Proof of Ownership** from the property owner. If the owner cannot be verified through the Broward County Tax Roll, a copy of either the recorded warranty deed, valid purchase contract, or a signed and notarized letter from the owner of record must be submitted with this application.
- ☐ **Disclosure Affidavit** for all owners, representatives, and applicants for the project that will be speaking on behalf of the application.
- ☐ **Agent Authorization Letter** (*if applicable*) authorizing the applicant/agent to act on all property owners' behalf.
- ☐ **Business Tax Receipt Application** (*if applicable*)
- ☐ **Dimensioned Floor Plan** and/or site sketch showing proposed use in relation to the building and/or site.
- ☐ **One (1) Digital CD** of required submittals listed above must be provided.
- ☐ **Other Information** may be required as determined by staff (e.g. architectural elevations, floor plans, site plan etc.).

Public Notice and Advertising Requirements

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

A. PROPOSED TECHNICAL DEVIATION

Provide the following calculations in the table below:

	Required	Existing	Proposed	Change (+/-)
Total number of parking spaces				
Total number of ADA-accessible parking spaces				

B. DEMONSTRATION OF COMPLIANCE WITH TECHNICAL DEVIATION CRITERIA

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

Section 98 88(q) of the Deerfield Beach Land Development Code states: *one the following requirements must be met in order to receive a technical deviation. The burden of proving that one of the requirements is met shall be on the applicant who shall be required to affirmatively demonstrate on the record, satisfaction of the necessary requirements set forth below.*

The City Commission may grant a technical deviation from the requirements of the off street parking requirements as it deems justified based upon the criteria described below with any conditions it deems necessary to assure that the reasonable parking needs of the use are provided for.

Application WILL NOT be accepted without a specific statement in response to either i, ii, or iii on the following pages.

- i. The applicant affirmatively demonstrates that the application for off-street parking requirements places restrictions upon the use of the proposed development which make the off-street parking requirements excessive in view of the use limitations being voluntarily placed upon the proposed use (provided said use restrictions are included in an enforceable development agreement). It shall be the burden of the applicant to propose, with its application, the voluntary restriction:

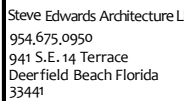
[illegible]

- ii. It is found that the arrangement of uses in close proximity to the proposed use is such that, when combined with available mass transit or other uses which are likely to provide parking for patrons of the proposed use without the necessity of seeking a different parking space, is such that the strict application of the off-street parking ordinance requirements would be inequitable to the applicant, or unnecessary to protect the public interest, or would be in excess of that needed to provide sufficient parking for the proposed use:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- iii. A study is provided by a qualified traffic engineer or (AICP) certified planner indicating that, for the specific use, considering any use restrictions, other unique characteristics of the area, or other specific elements unique to the development, strict application of the off-street parking requirements will make it inequitable to the applicant or unnecessary to protect the public interest to apply the specific requirements of the off-street parking ordinance and that sufficient parking to serve the proposed development exists with the granting of the technical deviation:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Stephen Patrick Edwards
AR 94857 ID 562

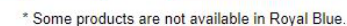
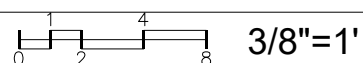
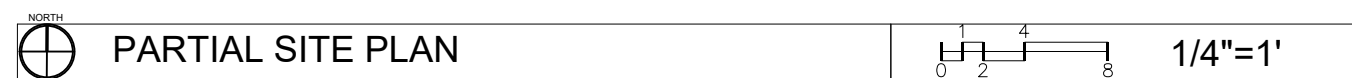
TO THE BEST OF THE ARCHITECT'S OR
ENGINEER'S KNOWLEDGE, THE PLANS AND
SPECIFICATIONS COMPLY WITH THE
APPLICABLE MINIMUM BUILDING CODES AND
THE APPLICABLE FIRE-SAFETY STANDARDS AS
DETERMINED BY THE LOCAL AUTHORITY IN
CHARGE.

NEW EMERGENCY GENERATOR
WHALE'S RIB RESTAURANT
2019-2041 NE 2ND STREET

1	P+Z COMMENTS	6/14/
2	P+Z COMMENTS	2/10/

DRAWN: R.A.W.	CHECKED: S.E.
SCALE: AS NOTED	
DATE: 08 NOVEMBER 2019	

A-3.0



PRIVACY SLAT COLOR: ROYAL BLUE

Chain Link Fence Wire Colors

You can order chain link fence in any color wire shown below.



- CHAIN LINK: COLOR FUSED BONDED, VINYL COATED
- CHAIN LINK SIZE: 2"X2", DIAMOND
- CHAIN LINK WIRE: 9 GAUGE, COMMERCIAL/INDUSTRIAL

FENCE SPECIFICATION



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: 5/18/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-065: 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

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.

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, May 18, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-065: 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.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, May 7, 2021

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 from 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: 5/18/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-066: 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

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

**CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, May 18, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida and utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2021-066: 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.

Copies of the Ordinances are available for public inspection in the City Clerk's Office, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441. All interested persons are urged to virtually attend the Public Hearing(s), send a representative or express their views by letter.

You may either be present in person at the Public Hearing(s) or attend online or by phone virtually utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of the Public Hearing and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

BY: SAMANTHA GILLYARD, CMC, CITY CLERK

Publish: Sun-Sentinel
Friday, May 7, 2021

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

Samantha Gillyard, City Clerk

By: _____
Name: Bill Ganz
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. 2021-615

Agenda Date: 5/18/2021

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 the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Three Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2021 Amendment; 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

Pursuant to Section 336.025(1)(b), Florida Statutes, the Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, (the "Ordinance") effective January 1, 1994 through December 31, 2024, imposing the levy of a three-cent local option gas tax (the "Gas Tax") for 30 years and providing for a method of distribution of the proceeds of the Gas Tax. In accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the "Interlocal Agreement").

Annual amendments to the Interlocal Agreement are required to adjust the City's percentage of County gas tax collections, which are based on the City's population. Broward County, through its Local Option Gas Tax Ordinance, levies a tax of 3 cents per gallon on motor fuel. Broward County retains 48.73% of total taxes collected, while the remaining 51.27% is allocated amongst the various municipalities within the County, based on population figures that are published annually by the University of Florida Bureau of Economics and Business Research (the "BEBR"). The County has prepared the proposed 2021 Amendment to the Interlocal Agreement, which amends the Gas Tax distribution figures and incorporates the latest population figures from BEBR (the "2021 Amendment"). The 2021 Amendment is required to provide for the Local Option Gas Tax distributions.

Current Activity

The funds received from the City's share of the three cent additional local option gas tax will be used to support the operations of the City's Road & Bridge Fund.

FY2021 Projected - \$729,367

FY2020 Actual - \$741,364

FY2019 Actual - \$610,534

Recommendation

Staff recommends that the City Commission approve the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the three cent local option gas tax and authorize execution of the 2021 Amendment.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE 2021 AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR DISTRIBUTION OF THE PROCEEDS OF THE THREE CENT ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR FUEL; AUTHORIZING EXECUTION OF THE 2021 AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes Broward County (the “County”) to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed 30 years on a majority vote of the governing body of the County; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes, the Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, (the “Ordinance”) effective January 1, 1994 through December 31, 2024, imposing the levy of a three-cent local option gas tax (the “Gas Tax”) for 30 years and providing for a method of distribution of the proceeds of the Gas Tax; and

WHEREAS, in accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the “Interlocal Agreement”); and

WHEREAS, paragraph 3 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR”); and

WHEREAS, the County has prepared the proposed 2021 Amendment to the Interlocal Agreement, attached as Exhibit “A,” which amends the Gas Tax distribution figures and incorporates the latest population figures from BEBR (the “2021 Amendment”); and

WHEREAS, the 2021 Amendment provides for the County to receive 48.73% of the total Gas Tax proceeds and for the municipalities in Broward County, including the City, to receive the remaining 51.27% of the total Gas Tax proceeds; and

WHEREAS, City staff recommends that the City Commission approve the 2021 Amendment, 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 hereof.

Section 2. The City Commission hereby approves the 2021 Amendment, attached as Exhibit “A.”

Section 3. The City Manager is hereby authorized to execute the 2021 Amendment to the Interlocal Agreement, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL

This 2021 Amendment to Interlocal Agreement ("2021 Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida, (each a "Municipality" and, collectively "Municipalities"). County and Municipalities are collectively referred to as the "Parties."

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the County to extend the levy of the additional three-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. The Broward County Board of County Commissioners enacted Section 31½-38, Broward County Code of Ordinances, effective January 1, 1994, through December 31, 2024, pursuant to Section 336.025(1)(b), Florida Statutes, imposing the levy of the three-cent (\$.03) local option fuel tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County ("Interlocal Agreement").

D. Paragraph 3 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of "Florida Estimates of Population," published by the Bureau of Economics and Business Research, Population Division, University of Florida ("BEBR Figures").

E. Due to the delay in finalizing the decennial census numbers, the Parties must utilize the BEBR Figures available as of March 22, 2021, which have not been updated to include the decennial census numbers.

NOW, THEREFORE, for good and valuable consideration, and pursuant to the authorization of Section 336.025(1)(b)2., Florida Statutes, the County and Municipalities agree as follows:

1. Paragraph 2 of the Interlocal Agreement, as previously amended, is hereby amended to read:

2. Forty-eight and Seventy-three One-hundredths percent (48.73%) of the

total proceeds from the additional three-cent local option fuel tax shall be divided and distributed to the County, and the remaining Fifty-one and Twenty-seven One-hundredths percent (51.27%) of the total proceeds from the additional three-cent local option fuel tax shall be divided among and distributed to the eligible municipalities within the County as follows:

$$\frac{\text{Population of Each Eligible Municipality}}{\text{Total County Incorporated Area Population}} \times 51.27\% =$$

Recipient	FY22 Percent Share of Proceeds
Coconut Creek	1.572815%
Cooper City	0.909565%
Coral Springs	3.457422%
Dania Beach	0.861661%
Davie	2.809792%
Deerfield Beach	2.144536%
Fort Lauderdale	5.063804%
Hallandale Beach	1.068416%
Hillsboro Beach	0.051809%
Hollywood	4.060705%
Lauderdale-by-the-Sea	0.168641%
Lauderdale Lakes	0.976995%
Lauderhill	1.939358%
Lazy Lake	0.000748%
Lighthouse Point	0.281808%
Margate	1.587472%
Miramar	3.714462%
North Lauderdale	1.218308%
Oakland Park	1.222587%
Parkland	0.947867%
Pembroke Park	0.170460%
Pembroke Pines	4.518911%
Plantation	2.428698%
Pompano Beach	3.020854%
Sea Ranch Lakes	0.018242%
Southwest Ranches	0.208254%
Sunrise	2.523143%
Tamarac	1.767695%
Weston	1.803777%
West Park	0.407306%
Wilton Manors	0.343889%
Total Incorporated	51.270000%

2. Paragraph 3 of the Interlocal Agreement, as previously amended, is hereby amended to read:

3. The population figures set out herein are based on the figures contained in the document referred to as the “Florida Estimates of Population,” published on an annual basis by the Bureau of Economics and Business Research, Population Division, University of Florida available as of March 22, 2021, attach hereto as **Exhibit A**. The population figures to be utilized in the formula described in Paragraph 2 of this Interlocal Agreement for the division and distribution of the proceeds from the additional three-cent local option fuel tax shall be adjusted annually based on the then-current “Florida Estimates of Population.”

For the purpose of this Agreement, the population figures are as follows:

Recipient	BEBR Population 4/1/20
Coconut Creek	58,803
Cooper City	34,006
Coral Springs	129,263
Dania Beach	32,215
Davie	105,050
Deerfield Beach	80,178
Fort Lauderdale	189,321
Hallandale Beach	39,945
Hillsboro Beach	1,937
Hollywood	151,818
Lauderdale-by-the-Sea	6,305
Lauderdale Lakes	36,527
Lauderhill	72,507
Lazy Lake	28
Lighthouse Point	10,536
Margate	59,351
Miramar	138,873
North Lauderdale	45,549
Oakland Park	45,709
Parkland	35,438
Pembroke Park	6,373
Pembroke Pines	168,949
Plantation	90,802
Pompano Beach	112,941
Sea Ranch Lakes	682
Southwest Ranches	7,786

Recipient	BEBR Population 4/1/20
Sunrise	94,333
Tamarac	66,089
Weston	67,438
West Park	15,228
Wilton Manors	12,857
Total Incorporated	1,916,837
Unincorporated Area	15,375
Total County	1,932,212

3. This 2021 Amendment shall be effective as of the date it is executed by the County after having previously been executed by Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.

4. In the event any provision within this 2021 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.

5. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2021 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2021 Amendment shall control.

6. This 2021 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have made and executed this 2021 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 20th, 2021, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Bertha Henry
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION AND
DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY ADDITIONAL
THREE-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL**

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

By _____
Municipal Clerk

Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

Florida Estimates of Population
Bureau of Economic and Business Research, Population Division
University of Florida
Retrieved March 22, 2021

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Alachua County †	271,588	24,252	247,336	1,132	270,456
Alachua	10,470	1,411	9,059	0	10,470
Archer	1,204	86	1,118	0	1,204
Gainesville †	135,097	10,621	124,476	663	134,434
Hawthorne	1,463	46	1,417	0	1,463
High Springs	6,652	1,302	5,350	0	6,652
La Crosse	395	35	360	0	395
Micanopy	669	69	600	0	669
Newberry	6,873	1,923	4,950	0	6,873
Waldo	958	-57	1,015	0	958
UNINCORPORATED †	107,807	8,816	98,991	469	107,338
Baker County †	28,532	1,417	27,115	2,421	26,111
Glen St. Mary	457	20	437	0	457
Macclenny	7,186	812	6,374	0	7,186
UNINCORPORATED †	20,889	585	20,304	2,421	18,468
Bay County	174,410	5,558	168,852	1,110	173,300
Callaway	14,662	257	14,405	0	14,662
Lynn Haven	20,235	1,742	18,493	5	20,230
Mexico Beach	773	-299	1,072	0	773
Panama City	34,517	-988	35,505	98	34,419
Panama City Beach	13,691	1,673	12,018	0	13,691
Parker	3,865	-452	4,317	0	3,865
Springfield	8,938	35	8,903	0	8,938
UNINCORPORATED	77,729	3,590	74,139	1,007	76,722
Bradford County	28,725	205	28,520	3,827	24,898
Brooker	330	-8	338	0	330
Hampton	499	-1	500	0	499
Lawtey	728	-2	730	0	728
Starke	5,460	11	5,449	11	5,449
UNINCORPORATED	21,708	205	21,503	3,816	17,892
Brevard County	606,671	63,295	543,376	185	606,486
Cape Canaveral	10,342	430	9,912	0	10,342
Cocoa	19,327	2,187	17,140	0	19,327
Cocoa Beach	11,391	160	11,231	0	11,391
Grant-Valkaria	4,492	642	3,850	0	4,492
Indialantic	2,882	162	2,720	0	2,882
Indian Harbour Beach	8,751	526	8,225	0	8,751
Malabar	3,033	276	2,757	0	3,033
Melbourne	84,402	8,197	76,205	29	84,373
Melbourne Beach	3,150	49	3,101	0	3,150
Melbourne Village	677	15	662	0	677
Palm Bay	118,568	15,378	103,190	0	118,568
Palm Shores	1,137	237	900	0	1,137
Rockledge	27,946	3,020	24,926	17	27,929
Satellite Beach	10,887	778	10,109	0	10,887
Titusville	48,685	4,924	43,761	7	48,678
West Melbourne	25,385	7,030	18,355	0	25,385
UNINCORPORATED	225,616	19,284	206,332	132	225,484
Broward County †	1,932,212	184,146	1,748,066	887	1,931,325
Coconut Creek	58,803	5,894	52,909	0	58,803
Cooper City †	34,006	5,459	28,547	6	34,000
Coral Springs	129,263	8,167	121,096	0	129,263
Dania Beach	32,215	2,576	29,639	0	32,215
Davie	105,050	13,058	91,992	6	105,044
Deerfield Beach	80,178	5,160	75,018	0	80,178
Fort Lauderdale	189,321	23,800	165,521	33	189,288
Hallandale Beach	39,945	2,832	37,113	0	39,945
Hillsboro Beach	1,937	62	1,875	0	1,937
Hollywood	151,818	11,050	140,768	0	151,818
Lauderdale-By-The-Sea	6,305	249	6,056	0	6,305
Lauderdale Lakes	36,527	3,934	32,593	0	36,527
Lauderhill	72,507	5,620	66,887	0	72,507
Lazy Lake	28	4	24	0	28
Lighthouse Point	10,536	192	10,344	0	10,536

Florida Population Estimates by County and Municipality
April 1, 2020

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Margate	59,351	6,067	53,284	0	59,351
Miramar	138,873	16,832	122,041	0	138,873
North Lauderdale	45,549	4,526	41,023	0	45,549
Oakland Park	45,709	4,346	41,363	0	45,709
Parkland	35,438	11,476	23,962	0	35,438
Pembroke Park	6,373	271	6,102	0	6,373
Pembroke Pines	168,949	14,930	154,019	623	168,326
Plantation	90,802	5,847	84,955	0	90,802
Pompano Beach	112,941	13,096	99,845	140	112,801
Sea Ranch Lakes	682	12	670	0	682
Southwest Ranches	7,786	441	7,345	0	7,786
Sunrise	94,333	9,894	84,439	0	94,333
Tamarac	66,089	5,662	60,427	0	66,089
Weston	67,438	2,105	65,333	0	67,438
West Park	15,228	1,072	14,156	0	15,228
Wilton Manors	12,857	1,225	11,632	0	12,857
UNINCORPORATED	15,375	-1,713	17,088	79	15,296
Calhoun County	14,489	-136	14,625	1,569	12,920
Altha	536	0	536	0	536
Blountstown	2,414	-100	2,514	0	2,414
UNINCORPORATED	11,539	-36	11,575	1,569	9,970
Charlotte County	187,904	27,926	159,978	1,242	186,662
Punta Gorda	20,405	3,764	16,641	0	20,405
UNINCORPORATED	167,499	24,162	143,337	1,242	166,257
Citrus County	149,383	8,147	141,236	118	149,265
Crystal River	3,190	82	3,108	0	3,190
Inverness	7,375	165	7,210	0	7,375
UNINCORPORATED	138,818	7,900	130,918	118	138,700
Clay County	219,575	28,710	190,865	0	219,575
Green Cove Springs	8,054	1,146	6,908	0	8,054
Keystone Heights	1,385	35	1,350	0	1,385
Orange Park	8,692	280	8,412	0	8,692
Penney Farms	789	40	749	0	789
UNINCORPORATED	200,655	27,209	173,446	0	200,655
Collier County	387,450	65,930	321,520	14	387,436
Everglades	430	30	400	0	430
Marco Island	17,595	1,182	16,413	0	17,595
Naples	21,063	1,526	19,537	0	21,063
UNINCORPORATED	348,362	63,192	285,170	14	348,348
Columbia County †	70,617	3,086	67,531	3,518	67,099
Fort White	605	38	567	0	605
Lake City †	12,303	257	12,046	291	12,012
UNINCORPORATED	57,709	2,791	54,918	3,227	54,482
DeSoto County	37,082	2,220	34,862	2,326	34,756
Arcadia	7,986	349	7,637	0	7,986
UNINCORPORATED	29,096	1,871	27,225	2,326	26,770
Dixie County	16,663	241	16,422	1,678	14,985
Cross City	1,726	-2	1,728	0	1,726
Horseshoe Beach	169	0	169	0	169
UNINCORPORATED	14,768	243	14,525	1,678	13,090
Duval County	982,080	117,817	864,263	590	981,490
Atlantic Beach	13,824	1,169	12,655	0	13,824
Baldwin	1,419	-6	1,425	0	1,419
Jacksonville	936,250	114,466	821,784	590	935,660
Jacksonville Beach	23,394	2,032	21,362	0	23,394
Neptune Beach	7,193	156	7,037	0	7,193

**Florida Population Estimates by County and Municipality
April 1, 2020**

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Escambia County	323,714	26,095	297,619	2,353	321,361
Century	1,782	84	1,698	0	1,782
Pensacola	55,498	3,575	51,923	22	55,476
UNINCORPORATED	266,434	22,436	243,998	2,331	264,103
Flagler County	114,173	18,477	95,696	0	114,173
Beverly Beach	382	44	338	0	382
Bunnell	3,507	831	2,676	0	3,507
Flagler Beach (part)	4,700	276	4,424	0	4,700
Marineland (part)	6	-10	16	0	6
Palm Coast	89,437	14,257	75,180	0	89,437
UNINCORPORATED	16,141	3,079	13,062	0	16,141
Franklin County	11,864	315	11,549	1,252	10,612
Apalachicola	2,350	119	2,231	0	2,350
Carrabelle	2,640	-138	2,778	987	1,653
UNINCORPORATED	6,874	334	6,540	265	6,609
Gadsden County †	46,226	-163	46,389	3,033	43,193
Chattahoochee †	3,302	-350	3,652	999	2,303
Greensboro	611	9	602	0	611
Gretna	1,667	207	1,460	0	1,667
Havana	1,880	126	1,754	0	1,880
Midway	3,467	463	3,004	0	3,467
Quincy	7,919	-53	7,972	403	7,516
UNINCORPORATED †	27,380	-565	27,945	1,631	25,749
Gilchrist County	18,269	1,330	16,939	777	17,492
Bell	542	86	456	0	542
Fanning Springs (part)	389	111	278	0	389
Trenton	2,234	235	1,999	0	2,234
UNINCORPORATED	15,104	898	14,206	777	14,327
Glades County	13,609	725	12,884	958	12,651
Moore Haven	1,778	98	1,680	0	1,778
UNINCORPORATED	11,831	627	11,204	958	10,873
Gulf County	14,724	-1,139	15,863	1,088	13,636
Port St. Joe	3,741	296	3,445	0	3,741
Wewahitchka	1,992	11	1,981	0	1,992
UNINCORPORATED	8,991	-1,446	10,437	1,088	7,903
Hamilton County	14,570	-229	14,799	2,295	12,275
Jasper	2,644	-1,902	4,546	1,033	1,611
Jennings	869	-9	878	0	869
White Springs	822	45	777	0	822
UNINCORPORATED	10,235	1,637	8,598	1,262	8,973
Hardee County	27,443	-288	27,731	1,676	25,767
Bowling Green	2,913	-17	2,930	0	2,913
Wauchula	5,240	239	5,001	0	5,240
Zolfo Springs	1,790	-37	1,827	0	1,790
UNINCORPORATED	17,500	-473	17,973	1,676	15,824
Hendry County	40,953	1,813	39,140	0	40,953
Clewiston	8,021	866	7,155	0	8,021
LaBelle	5,151	511	4,640	0	5,151
UNINCORPORATED	27,781	436	27,345	0	27,781
Hernando County	192,186	19,408	172,778	502	191,684
Brooksville	8,983	1,264	7,719	0	8,983
Weeki Wachee	9	-3	12	0	9
UNINCORPORATED	183,194	18,147	165,047	502	182,692
Highlands County	104,834	6,048	98,786	24	104,810
Avon Park	11,201	2,365	8,836	0	11,201
Lake Placid	2,840	617	2,223	0	2,840
Sebring	11,208	717	10,491	0	11,208
UNINCORPORATED	79,585	2,349	77,236	24	79,561

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Hillsborough County †	1,478,759	249,533	1,229,226	655	1,478,104
Plant City	39,846	5,125	34,721	0	39,846
Tampa †	392,953	57,244	335,709	483	392,470
Temple Terrace	26,832	2,291	24,541	0	26,832
UNINCORPORATED	1,019,128	184,873	834,255	172	1,018,956
Holmes County	20,001	74	19,927	1,489	18,512
Bonifay	2,709	-84	2,793	0	2,709
Esto	367	3	364	0	367
Noma	182	-29	211	0	182
Ponce de Leon	541	-57	598	0	541
Westville	355	66	289	0	355
UNINCORPORATED	15,847	175	15,672	1,489	14,358
Indian River County	158,834	20,806	138,028	0	158,834
Fellsmere	5,668	471	5,197	0	5,668
Indian River Shores	4,378	477	3,901	0	4,378
Orchid	428	13	415	0	428
Sebastian	25,658	3,729	21,929	0	25,658
Vero Beach	16,869	1,646	15,223	0	16,869
UNINCORPORATED	105,833	14,470	91,363	0	105,833
Jackson County †	46,587	-3,159	49,746	5,570	41,017
Alford	490	1	489	0	490
Bascom	120	-1	121	0	120
Campbellton	214	-16	230	0	214
Cottondale	861	-72	933	0	861
Graceville	2,224	-54	2,278	0	2,224
Grand Ridge	835	-57	892	0	835
Greenwood	677	-9	686	0	677
Jacob City	274	24	250	0	274
Malone	1,777	-311	2,088	1,347	430
Marianna †	6,215	113	6,102	324	5,891
Sneads	1,701	-148	1,849	0	1,701
UNINCORPORATED	31,199	-2,629	33,828	3,899	27,300
Jefferson County	14,394	-367	14,761	830	13,564
Monticello	2,437	-69	2,506	0	2,437
UNINCORPORATED	11,957	-298	12,255	830	11,127
Lafayette County	8,690	-180	8,870	1,397	7,293
Mayo	1,217	-20	1,237	0	1,217
UNINCORPORATED	7,473	-160	7,633	1,397	6,076
Lake County	366,742	69,695	297,047	1,034	365,708
Astatula	1,921	111	1,810	0	1,921
Clermont	44,301	15,559	28,742	0	44,301
Eustis	21,594	3,036	18,558	0	21,594
Fruitland Park	10,206	6,128	4,078	0	10,206
Groveland	20,510	11,781	8,729	0	20,510
Howey-in-the-Hills	1,702	604	1,098	0	1,702
Lady Lake	15,754	1,828	13,926	0	15,754
Leesburg	24,539	4,422	20,117	0	24,539
Mascotte	6,447	1,346	5,101	0	6,447
Minneola	13,175	3,772	9,403	0	13,175
Montverde	1,901	438	1,463	0	1,901
Mount Dora	15,200	2,830	12,370	0	15,200
Tavares	17,395	3,444	13,951	0	17,395
Umatilla	4,196	740	3,456	0	4,196
UNINCORPORATED	167,901	13,656	154,245	1,034	166,867

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Lee County	750,493	131,739	618,754	221	750,272
Bonita Springs	55,645	11,788	43,857	6	55,639
Cape Coral	187,307	33,002	154,305	28	187,279
Estero	33,120	33,120	0	0	33,120
Fort Myers	92,599	30,301	62,298	15	92,584
Fort Myers Beach	6,558	281	6,277	0	6,558
Sanibel	6,849	380	6,469	0	6,849
UNINCORPORATED	368,415	22,867	345,548	172	368,243
Leon County	299,484	23,997	275,487	1,210	298,274
Tallahassee	198,627	17,251	181,376	1,210	197,417
UNINCORPORATED	100,857	6,746	94,111	0	100,857
Levy County	41,699	898	40,801	0	41,699
Bronson	1,181	68	1,113	0	1,181
Cedar Key	726	24	702	0	726
Chiefland	2,217	-28	2,245	0	2,217
Fanning Springs (part)	517	31	486	0	517
Inglis	1,305	-20	1,325	0	1,305
Otter Creek	118	-16	134	0	118
Williston	2,906	138	2,768	0	2,906
Yankeetown	509	7	502	0	509
UNINCORPORATED	32,220	694	31,526	0	32,220
Liberty County	8,575	210	8,365	1,749	6,826
Bristol	912	-84	996	0	912
UNINCORPORATED	7,663	294	7,369	1,749	5,914
Madison County	18,954	-270	19,224	1,334	17,620
Greenville	756	-87	843	21	735
Lee	335	-17	352	0	335
Madison	2,899	-150	3,049	0	2,899
UNINCORPORATED	14,964	-16	14,980	1,313	13,651
Manatee County	398,503	75,670	322,833	136	398,367
Anna Maria	1,617	114	1,503	0	1,617
Bradenton	58,621	9,075	49,546	37	58,584
Bradenton Beach	1,188	17	1,171	0	1,188
Holmes Beach	3,913	77	3,836	0	3,913
Longboat Key (part)	2,481	83	2,398	0	2,481
Palmetto	13,661	1,055	12,606	0	13,661
UNINCORPORATED	317,022	65,249	251,773	99	316,923
Marion County	368,135	36,832	331,303	5,323	362,812
Belleview	5,330	838	4,492	5	5,325
Dunnellon	1,864	131	1,733	0	1,864
McIntosh	486	34	452	0	486
Ocala	62,023	5,708	56,315	216	61,807
Reddick	577	71	506	0	577
UNINCORPORATED	297,855	30,050	267,805	5,102	292,753
Martin County	161,301	14,983	146,318	2,060	159,241
Indiantown	6,822	6,822	0	0	6,822
Jupiter Island	847	30	817	0	847
Ocean Breeze	428	73	355	0	428
Sewall's Point	2,127	131	1,996	0	2,127
Stuart	16,793	1,200	15,593	24	16,769
UNINCORPORATED	134,284	6,727	127,557	2,036	132,248

Florida Population Estimates by County and Municipality
April 1, 2020

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Miami-Dade County †	2,832,794	336,337	2,496,457	9,491	2,823,303
Aventura	38,041	2,279	35,762	0	38,041
Bal Harbour	2,932	419	2,513	0	2,932
Bay Harbor Islands	6,091	463	5,628	0	6,091
Biscayne Park	3,181	126	3,055	0	3,181
Coral Gables	51,133	4,357	46,776	0	51,133
Cutler Bay	45,480	5,194	40,286	0	45,480
Doral	71,314	25,605	45,709	0	71,314
El Portal	2,146	-179	2,325	0	2,146
Florida City	13,405	2,160	11,245	0	13,405
Golden Beach	943	24	919	0	943
Hialeah	239,956	15,289	224,667	0	239,956
Hialeah Gardens	23,644	1,900	21,744	0	23,644
Homestead	76,334	15,825	60,509	17	76,317
Indian Creek	87	1	86	0	87
Islandia	0	-18	18	0	0
Key Biscayne	12,925	581	12,344	0	12,925
Medley	995	157	838	0	995
Miami †	497,924	98,416	399,508	2,945	494,979
Miami Beach	94,161	6,383	87,778	0	94,161
Miami Gardens	114,363	7,197	107,166	0	114,363
Miami Lakes	32,299	2,938	29,361	11	32,288
Miami Shores	10,817	324	10,493	0	10,817
Miami Springs	14,255	446	13,809	0	14,255
North Bay Village	9,064	1,927	7,137	0	9,064
North Miami	65,089	6,177	58,912	0	65,089
North Miami Beach	47,722	6,199	41,523	0	47,722
Opa-locka	18,090	2,871	15,219	0	18,090
Palmetto Bay	24,870	1,462	23,408	0	24,870
Pinecrest	18,619	396	18,223	0	18,619
South Miami	12,900	1,243	11,657	0	12,900
Sunny Isles Beach	23,869	3,037	20,832	0	23,869
Surfside	5,997	253	5,744	0	5,997
Sweetwater	22,348	8,849	13,499	0	22,348
Virginia Gardens	2,439	64	2,375	0	2,439
West Miami	8,915	2,950	5,965	0	8,915
UNINCORPORATED	1,220,446	111,022	1,109,424	6,518	1,213,928
Monroe County	77,823	4,733	73,090	0	77,823
Islamorada, Village of Islands	6,400	281	6,119	0	6,400
Key Colony Beach	795	-2	797	0	795
Key West	24,868	219	24,649	0	24,868
Layton	186	2	184	0	186
Marathon	9,097	800	8,297	0	9,097
UNINCORPORATED	36,477	3,433	33,044	0	36,477
Nassau County	89,258	15,944	73,314	70	89,188
Callahan	1,347	224	1,123	0	1,347
Fernandina Beach	13,534	2,047	11,487	24	13,510
Hilliard	3,076	-10	3,086	0	3,076
UNINCORPORATED	71,301	13,683	57,618	46	71,255
Okaloosa County	203,951	23,129	180,822	1,295	202,656
Cinco Bayou	419	36	383	0	419
Crestview	26,178	5,200	20,978	0	26,178
Destin	13,480	1,175	12,305	0	13,480
Fort Walton Beach	21,064	1,557	19,507	0	21,064
Laurel Hill	590	53	537	0	590
Mary Esther	4,038	187	3,851	0	4,038
Niceville	14,976	2,227	12,749	0	14,976
Shalimar	844	127	717	0	844
Valparaiso	5,408	372	5,036	0	5,408
UNINCORPORATED	116,954	12,195	104,759	1,295	115,659
Okeechobee County	42,112	2,116	39,996	2,417	39,695
Okeechobee	5,688	67	5,621	0	5,688
UNINCORPORATED	36,424	2,049	34,375	2,417	34,007

Florida Population Estimates by County and Municipality
April 1, 2020

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Orange County †	1,415,260	269,304	1,145,956	3,265	1,411,995
Apopka	53,632	12,090	41,542	0	53,632
Bay Lake	15	-32	47	0	15
Belle Isle	7,378	1,390	5,988	0	7,378
Eatonville	2,351	192	2,159	63	2,288
Edgewood	2,791	288	2,503	0	2,791
Lake Buena Vista	24	14	10	0	24
Maitland	21,113	5,362	15,751	0	21,113
Oakland	3,809	1,271	2,538	0	3,809
Ocoee	49,781	14,202	35,579	0	49,781
Orlando †	298,943	60,643	238,300	581	298,362
Windermere	3,024	562	2,462	0	3,024
Winter Garden	48,469	13,901	34,568	0	48,469
Winter Park	30,630	2,778	27,852	0	30,630
UNINCORPORATED	893,300	156,643	736,657	2,621	890,679
Osceola County	387,055	118,370	268,685	313	386,742
Kissimmee	75,644	15,962	59,682	171	75,473
St. Cloud	50,897	15,714	35,183	0	50,897
UNINCORPORATED	260,514	86,694	173,820	142	260,372
Palm Beach County †	1,466,494	146,360	1,320,134	2,772	1,463,722
Atlantis	2,055	50	2,005	0	2,055
Belle Glade	17,979	512	17,467	0	17,979
Boca Raton	95,139	10,747	84,392	0	95,139
Boynton Beach	78,495	10,278	68,217	0	78,495
Briny Breezes	600	-1	601	0	600
Cloud Lake	138	3	135	0	138
Delray Beach	67,168	6,646	60,522	0	67,168
Glen Ridge	235	16	219	0	235
Golf	275	23	252	0	275
Greenacres	39,945	2,372	37,573	0	39,945
Gulf Stream	1,032	246	786	0	1,032
Haverhill	2,090	217	1,873	0	2,090
Highland Beach	3,657	118	3,539	0	3,657
Hypoluxo	2,828	240	2,588	0	2,828
Juno Beach	3,463	287	3,176	0	3,463
Jupiter	63,188	8,032	55,156	0	63,188
Jupiter Inlet Colony	414	14	400	0	414
Lake Clarke Shores	3,426	50	3,376	0	3,426
Lake Park	8,912	757	8,155	0	8,912
Lake Worth	38,875	3,965	34,910	0	38,875
Lantana	12,081	1,658	10,423	19	12,062
Loxahatchee Groves	3,426	246	3,180	0	3,426
Manalapan	428	22	406	0	428
Mangonia Park	2,050	162	1,888	0	2,050
North Palm Beach	12,813	798	12,015	0	12,813
Ocean Ridge	1,854	68	1,786	0	1,854
Pahokee	5,847	198	5,649	338	5,509
Palm Beach	8,409	248	8,161	0	8,409
Palm Beach Gardens	56,709	8,269	48,440	0	56,709
Palm Beach Shores	1,251	109	1,142	0	1,251
Palm Springs	23,867	4,939	18,928	0	23,867
Riviera Beach	36,057	3,569	32,488	0	36,057
Royal Palm Beach	39,801	5,661	34,140	0	39,801
South Bay	5,271	395	4,876	1,909	3,362
South Palm Beach	1,460	102	1,358	0	1,460
Tequesta	5,874	245	5,629	0	5,874
Wellington	62,650	6,142	56,508	0	62,650
Westlake	951	951	0	0	951
West Palm Beach	116,781	16,438	100,343	165	116,616
UNINCORPORATED †	639,000	51,568	587,432	341	638,659

Florida Population Estimates by County and Municipality
April 1, 2020

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Pasco County	542,638	77,941	464,697	680	541,958
Dade City	7,402	965	6,437	0	7,402
New Port Richey	16,935	2,024	14,911	0	16,935
Port Richey	3,047	376	2,671	0	3,047
St. Leo	1,380	40	1,340	0	1,380
San Antonio	1,343	205	1,138	0	1,343
Zephyrhills	17,092	3,804	13,288	0	17,092
UNINCORPORATED	495,439	70,527	424,912	680	494,759
Pinellas County †	984,054	67,512	916,542	868	983,186
Belleair	4,095	226	3,869	0	4,095
Belleair Beach	1,625	65	1,560	0	1,625
Belleair Bluffs	2,104	73	2,031	0	2,104
Belleair Shore	108	-1	109	0	108
Clearwater	118,017	10,332	107,685	0	118,017
Dunedin	37,869	2,548	35,321	6	37,863
Gulfport	12,598	569	12,029	0	12,598
Indian Rocks Beach	4,158	45	4,113	0	4,158
Indian Shores	1,479	59	1,420	0	1,479
Kenneth City	5,145	165	4,980	0	5,145
Largo	84,574	6,926	77,648	0	84,574
Madeira Beach	4,447	184	4,263	0	4,447
North Redington Beach	1,531	114	1,417	0	1,531
Oldsmar	14,998	1,407	13,591	0	14,998
Pinellas Park	54,202	5,123	49,079	0	54,202
Redington Beach	1,507	80	1,427	0	1,507
Redington Shores	2,182	61	2,121	0	2,182
Safety Harbor	17,696	812	16,884	6	17,690
St. Pete Beach	9,531	185	9,346	0	9,531
St. Petersburg	271,044	26,275	244,769	421	270,623
Seminole	19,705	2,472	17,233	0	19,705
South Pasadena	5,078	114	4,964	0	5,078
Tarpon Springs	25,937	2,453	23,484	0	25,937
Treasure Island	6,930	225	6,705	0	6,930
UNINCORPORATED †	277,494	7,000	270,494	435	277,059
Polk County	715,090	112,995	602,095	3,159	711,931
Auburndale	17,120	3,613	13,507	0	17,120
Bartow	20,757	3,459	17,298	156	20,601
Davenport	7,323	4,435	2,888	0	7,323
Dundee	5,159	1,442	3,717	0	5,159
Eagle Lake	2,785	530	2,255	0	2,785
Fort Meade	5,833	207	5,626	0	5,833
Frostproof	3,454	462	2,992	0	3,454
Haines City	27,268	6,708	20,560	0	27,268
Highland Park	266	36	230	0	266
Hillcrest Heights	243	-11	254	0	243
Lake Alfred	6,351	1,336	5,015	0	6,351
Lake Hamilton	1,556	325	1,231	0	1,556
Lakeland	109,238	11,816	97,422	0	109,238
Lake Wales	16,386	2,161	14,225	0	16,386
Mulberry	4,100	283	3,817	0	4,100
Polk City	2,490	928	1,562	0	2,490
Winter Haven	47,044	13,170	33,874	0	47,044
UNINCORPORATED	437,717	62,095	375,622	3,003	434,714
Putnam County	73,723	-641	74,364	464	73,259
Crescent City	1,589	12	1,577	0	1,589
Interlachen	1,372	-31	1,403	0	1,372
Palatka	10,770	212	10,558	0	10,770
Pomona Park	883	-29	912	0	883
Welaka	723	22	701	0	723
UNINCORPORATED	58,386	-827	59,213	464	57,922

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
St. Johns County	261,900	71,861	190,039	138	261,762
Hastings	0	-580	580	0	0
Marineland (part)	2	2	0	0	2
St. Augustine	15,306	2,331	12,975	0	15,306
St. Augustine Beach	6,852	676	6,176	0	6,852
UNINCORPORATED	239,740	69,432	170,308	138	239,602
St. Lucie County	322,265	44,476	277,789	108	322,157
Fort Pierce	44,476	2,886	41,590	31	44,445
Port St. Lucie	202,914	38,311	164,603	6	202,908
St. Lucie Village	661	71	590	0	661
UNINCORPORATED	74,214	3,208	71,006	71	74,143
Santa Rosa County	184,653	33,281	151,372	4,968	179,685
Gulf Breeze	5,910	147	5,763	0	5,910
Jay	527	-6	533	0	527
Milton	10,767	1,941	8,826	77	10,690
UNINCORPORATED	167,449	31,199	136,250	4,891	162,558
Sarasota County	438,816	59,368	379,448	6	438,810
Longboat Key (part)	4,617	127	4,490	0	4,617
North Port	77,561	20,204	57,357	0	77,561
Sarasota	57,683	5,766	51,917	6	57,677
Venice	24,016	3,268	20,748	0	24,016
UNINCORPORATED	274,939	30,003	244,936	0	274,939
Seminole County	476,727	54,009	422,718	131	476,596
Altamonte Springs	45,304	3,808	41,496	0	45,304
Casselberry	30,341	4,100	26,241	5	30,336
Lake Mary	17,633	3,811	13,822	0	17,633
Longwood	16,036	2,379	13,657	0	16,036
Oviedo	40,145	6,803	33,342	0	40,145
Sanford	61,791	8,221	53,570	1	61,790
Winter Springs	38,760	5,478	33,282	0	38,760
UNINCORPORATED	226,717	19,409	207,308	125	226,592
Sumter County	141,422	48,002	93,420	7,650	133,772
Bushnell	2,566	148	2,418	0	2,566
Center Hill	1,164	176	988	0	1,164
Coleman	734	31	703	0	734
Webster	790	5	785	0	790
Wildwood	17,354	10,645	6,709	0	17,354
UNINCORPORATED	118,814	36,997	81,817	7,650	111,164
Suwannee County	45,463	3,912	41,551	1,986	43,477
Branford	743	31	712	0	743
Live Oak	6,893	43	6,850	0	6,893
UNINCORPORATED	37,827	3,838	33,989	1,986	35,841
Taylor County	22,436	-134	22,570	2,283	20,153
Perry	6,937	-80	7,017	0	6,937
UNINCORPORATED	15,499	-54	15,553	2,283	13,216
Union County	15,410	-125	15,535	4,792	10,618
Lake Butler	1,758	-139	1,897	0	1,758
Raiford	242	-13	255	0	242
Worthington Springs	377	-30	407	0	377
UNINCORPORATED	13,033	57	12,976	4,792	8,241

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Volusia County	551,588	56,995	494,593	1,802	549,786
Daytona Beach	70,235	9,230	61,005	29	70,206
Daytona Beach Shores	4,489	242	4,247	0	4,489
DeBary	21,973	2,653	19,320	0	21,973
DeLand	37,043	10,012	27,031	0	37,043
Deltona	93,677	8,495	85,182	0	93,677
Edgewater	23,818	3,068	20,750	0	23,818
Flagler Beach (part)	60	0	60	0	60
Holly Hill	12,398	739	11,659	0	12,398
Lake Helen	2,849	225	2,624	0	2,849
New Smyrna Beach	28,594	6,130	22,464	0	28,594
Oak Hill	2,110	318	1,792	0	2,110
Orange City	12,436	1,837	10,599	0	12,436
Ormond Beach	41,782	3,645	38,137	5	41,777
Pierson	1,869	133	1,736	0	1,869
Ponce Inlet	3,205	173	3,032	0	3,205
Port Orange	62,832	6,784	56,048	0	62,832
South Daytona	13,007	755	12,252	0	13,007
UNINCORPORATED	119,211	2,556	116,655	1,768	117,443
Wakulla County	33,981	3,205	30,776	2,971	31,010
St. Marks	345	52	293	0	345
Sopchoppy	515	58	457	0	515
UNINCORPORATED	33,121	3,095	30,026	2,971	30,150
Walton County	74,724	19,681	55,043	1,478	73,246
DeFuniak Springs	5,653	476	5,177	25	5,628
Freeport	5,765	3,978	1,787	0	5,765
Paxton	608	-36	644	0	608
UNINCORPORATED	62,698	15,263	47,435	1,453	61,245
Washington County	25,334	438	24,896	1,969	23,365
Caryville	293	-118	411	0	293
Chipley	3,601	-4	3,605	0	3,601
Ebro	240	-30	270	0	240
Vernon	733	46	687	0	733
Wausau	310	-73	383	0	310
UNINCORPORATED	20,157	617	19,540	1,969	18,188
Florida †	21,596,068	2,794,736	18,801,332	112,659	21,483,409
Incorporated †	10,907,959	1,454,778	9,453,181	16,696	10,891,263
Unincorporated †	10,688,109	1,339,958	9,348,151	95,963	10,592,146

¹ The April 1, 2010 census counts include all corrections resulting from the U.S. Census Bureau's 2010 Census Count Question Resolution (CQR) Program received by the Florida Legislative Office of Economic and Demographic Research as of February 11, 2014.

² The city of Estero was incorporated as of December 31, 2014.

³ The village of Indiantown was incorporated as of December 31, 2017.

⁴ The city of Islandia was disincorporated as of March 6, 2012.

⁵ The city of Westlake was incorporated as of June 20, 2016.

⁶ The city of Hastings was disincorporated as of February 28, 2018.

† Inmates figure updated October 23, 2020. The April 1, 2020 population estimate was updated accordingly.

The estimate less inmates was not affected.

Source: University of Florida, Bureau of Economic and Business Research, 10/26/2020.

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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-616

Agenda Date: 5/18/2021

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 the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the Fifth Cent Additional Local Option Gas Tax on Motor Fuel; authorizing execution of the 2021 Amendment; 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

Pursuant to Section 336.025(1)(b), Florida Statutes, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25 (the "Ordinance"), effective January 1, 2001 through December 31, 2031, extending the levy of the additional fifth-cent local option gas tax (the "Gas Tax") for 30 years and providing for a method of distribution of the proceeds of the Gas Tax. In accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the "Interlocal Agreement").

Annual amendments to the Interlocal Agreement are required to adjust the City's percentage of county gas tax collections, which are based on the City's population. Broward County, through its Local Option Gas Tax Ordinance, levies a tax of 5 cents per gallon on motor fuel. Broward County retains 74% of total taxes collected, while the remaining 26% is allocated amongst the various municipalities within the county, based on population figures that are published annually by the University of Florida Bureau of Economics and Business Research (the "BEBR"). The County has prepared the proposed 2021 Amendment to the Interlocal Agreement, which amends the Gas Tax distribution figures and incorporates the latest population figures from BEBR (the "2021 Amendment"). The 2021 Amendment is required in order to provide for the fifth cent Local Option Gas Tax distributions.

Approval of the amendment by the City Commission will provide for the local option gas tax revenue for the Fiscal Year 2022 budget. The amount included in the City's budget will be determined by the State of Florida and be available in June 2021. This funding is restricted for the operation and maintenance of the City's streets and roadways.

The distribution is based upon a formula whereby the City's population is divided by the total

incorporated area's population and then multiplied by a relevant percentage. The relevant percentage that the City will be receiving (1.087535%) is set forth in the 2021 Amendment.

Current Activity

The funds received from the City's share of the fifth cent additional local option gas tax will be used to support the operations of the City's Road & Bridge Fund.

FY2021 Projected - \$504,838

FY2020 Actual - \$519,269

FY2019 Actual - \$610,534

Recommendation

Staff recommends that the City Commission approve the 2021 Amendment to the Interlocal Agreement with Broward County for distribution of the proceeds of the fifth cent additional local option gas tax and authorize execution of the 2021 Amendment.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE 2021 AMENDMENT TO THE INTERLOCAL
AGREEMENT WITH BROWARD COUNTY FOR
DISTRIBUTION OF THE PROCEEDS OF THE FIFTH CENT
ADDITIONAL LOCAL OPTION GAS TAX ON MOTOR
FUEL; AUTHORIZING EXECUTION OF THE 2021
AMENDMENT; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 336.025(1)(b), Florida Statutes, authorizes Broward County (the “County”) to extend the levy of the additional local option gas tax upon every gallon of motor fuel sold in the County for a period not to exceed 30 years on a majority vote of the governing body of the County; and

WHEREAS, pursuant to Section 336.025(1)(b), Florida Statutes, on June 13, 2000, the Board of County Commissioners enacted Ordinance No. 2000-25 (the “Ordinance”), effective January 1, 2001 through December 31, 2031, extending the levy of the additional fifth-cent local option gas tax (the “Gas Tax”) for 30 years and providing for a method of distribution of the proceeds of the Gas Tax; and

WHEREAS, in accordance with the Ordinance, the County entered into an Interlocal Agreement with the Broward municipalities that establishes a distribution formula for dividing the proceeds from the Gas Tax among the County and all eligible municipalities within the County based on population (the “Interlocal Agreement”); and

WHEREAS, paragraph 4 of the Interlocal Agreement requires annual adjustment of the population of the individual municipalities and unincorporated Broward County in accordance with the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR”); and

WHEREAS, the County has prepared the proposed 2021 Amendment to the Interlocal Agreement, attached as Exhibit “A,” which amends the Gas Tax distribution figures and incorporates the latest population figures from BEBR (the “2021 Amendment”); and

WHEREAS, the 2021 Amendment provides for the County to receive 74% of the Gas Tax proceeds and for the municipalities in Broward County, including the City, to receive the remaining 26% of the total Gas Tax proceeds; and

WHEREAS, City staff recommends that the City Commission approve the 2021 Amendment, 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 hereof.

Section 2. The City Commission hereby approves the 2021 Amendment, attached as Exhibit “A.”

Section 3. The City Manager is hereby authorized to execute the 2021 Amendment to the Interlocal Agreement, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

This 2021 Amendment to Interlocal Agreement (“2021 Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“County”), and the municipalities executing a signature page bearing the above legend, each of which is a municipal corporation existing under the laws of the State of Florida (each a “Municipality” and, collectively “Municipalities”) County and Municipalities are collectively referred to as the “Parties.”

RECITALS

A. Section 336.025(1)(b), Florida Statutes, authorizes the counties to extend the levy of the additional fifth-cent local option gas tax upon every gallon of motor fuel sold in Broward County for a period not to exceed thirty (30) years on a majority vote of the governing body of the County.

B. On June 13, 2000, the Broward County Board of County Commissioners enacted Ordinance No. 2000-25, effective January 1, 2001, through December 31, 2031, pursuant to Section 336.025(1)(b), Florida Statutes, extending the levy of the additional fifth-cent local option gas tax for thirty (30) years and providing for a method of distribution of the proceeds of the tax.

C. The method for distribution of the proceeds is established by an Interlocal Agreement with Municipalities representing a majority of the population of the incorporated area within the County (“Interlocal Agreement”).

D. Paragraph 4 of the Interlocal Agreement requires annual adjustment of the division and distribution of the proceeds based upon the population of the individual Municipalities and unincorporated Broward County utilizing the population figures set forth in the most current edition of “Florida Estimates of Population,” published by the Bureau of Economics and Business Research, Population Division, University of Florida (“BEBR Figures”).

E. Due to the delay in finalizing the decennial census numbers, the Parties must utilize the BEBR Figures available as of March 22, 2021, which have not been updated to include the decennial census numbers.

NOW, THEREFORE, for good and valuable consideration, and pursuant to Section 336.025(1)(b), Florida Statutes, the County and Municipalities agree as follows:

1. Section 2.1 of the Interlocal Agreement, as previously amended, is hereby amended to read as follows:

2.1 Seventy-four percent (74%) of the total proceeds from the additional fifth-cent local option gas tax shall be distributed to the County. The remaining twenty-six percent (26%) shall be distributed to the eligible municipalities in the County as follows:

Population of Each Eligible Municipality

Total County Incorporated Area X 26.0000%
Population

Recipient	BEBR Population 4/1/20	FY22 Percent Share of Proceeds
Coconut Creek	58,803	0.797605%
Cooper City	34,006	0.461258%
Coral Springs	129,263	1.753325%
Dania Beach	32,215	0.436965%
Davie	105,050	1.424899%
Deerfield Beach	80,178	1.087535%
Fort Lauderdale	189,321	2.567952%
Hallandale Beach	39,945	0.541814%
Hillsboro Beach	1,937	0.026273%
Hollywood	151,818	2.059261%
Lauderdale-by-the-Sea	6,305	0.085521%
Lauderdale Lakes	36,527	0.495453%
Lauderhill	72,507	0.983486%
Lazy Lake	28	0.000382%
Lighthouse Point	10,536	0.142910%
Margate	59,351	0.805038%
Miramar	138,873	1.883675%
North Lauderdale	45,549	0.617827%
Oakland Park	45,709	0.619997%
Parkland	35,438	0.480681%
Pembroke Park	6,373	0.086443%
Pembroke Pines	168,949	2.291626%
Plantation	90,802	1.231639%
Pompano Beach	112,941	1.531933%
Sea Ranch Lakes	682	0.009251%
Southwest Ranches	7,786	0.105609%
Sunrise	94,333	1.279534%
Tamarac	66,089	0.896432%
Weston	67,438	0.914730%
West Park	15,228	0.206553%
Wilton Manors	12,857	0.174393%

Recipient	BEBR Population 4/1/20	FY22 Percent Share of Proceeds
Total Incorporated	1,916,837	26.000000%
Unincorporated Area	15,375	
Total County	1,932,212	

The population figures set forth above are based on the figures contained in the document referred to as the "Florida Estimates of Population," published on an annual basis by the Bureau of Economic and Business Research, Population Division, of the University of Florida available as of March 22, 2021, attach hereto as **Exhibit A**. The population figures to be utilized in the formula described in this section for the distribution of the additional fifth-cent local option gas tax shall be adjusted annually based on the current Florida Estimates of Population.

2. This 2021 Amendment shall be effective as of the date it is executed by the County after having previously been executed by the Municipalities cumulatively representing a majority of the incorporated area population of the County. The amended population figures and share of proceeds shall take effect as provided by applicable law.
3. In the event any provision within this 2021 Amendment is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the County or any executing Municipality necessary to maintain the cumulative majority referenced in the preceding paragraph elects to terminate the Interlocal Agreement. The election to terminate pursuant to this provision must be made within seven (7) days after such court ruling; provided, however, that if a timely notice appealing the court ruling is filed, the election shall be held in abeyance until the appeal is determined or dismissed.
4. Except to the extent amended, the Interlocal Agreement shall remain in full force and effect. In the event of any conflict between the terms of this 2021 Amendment and the Interlocal Agreement, as previously amended, the Parties acknowledge that this 2021 Amendment shall control.
5. This 2021 Amendment may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this 2021 Amendment to the Interlocal Agreement on the respective dates under each signature: Broward County through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on April 20th, 2021, and each Municipality, signing by and through the official indicated on each signature page, duly authorized to execute same.

COUNTY

WITNESSES:

Broward County, by and through
its County Administrator

Print Name: _____

By _____
Bertha Henry
County Administrator

Print Name: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Annika E. Ashton (Date)
Deputy County Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: COCONUT CREEK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: COOPER CITY

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: CORAL SPRINGS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DANIA BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DAVIE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: DEERFIELD BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HALLANDALE BEACH

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HILLSBORO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: HOLLYWOOD

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE-BY-THE-SEA

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERDALE LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAUDERHILL

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LAZY LAKE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: LIGHTHOUSE POINT

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: MARGATE

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: MIRAMAR

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: NORTH LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: OAKLAND PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PARKLAND

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PARK

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PEMBROKE PINES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: PLANTATION

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: POMPANO BEACH

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
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ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SEA RANCH LAKES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SOUTHWEST RANCHES

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: SUNRISE

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: TAMARAC

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WESTON

By _____
Mayor-Commissioner

____ day of _____, 20__

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20__

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WEST PARK

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

**2021 AMENDMENT TO INTERLOCAL AGREEMENT PROVIDING FOR DIVISION
AND DISTRIBUTION OF THE PROCEEDS FROM THE BROWARD COUNTY
ADDITIONAL FIFTH-CENT LOCAL OPTION GAS TAX ON MOTOR FUEL FOR
TRANSIT**

MUNICIPALITY

WITNESSES:

Municipality: WILTON MANORS

By _____
Mayor-Commissioner

____ day of _____, 20____

ATTEST:

Municipal Clerk

By _____
Municipal Manager

____ day of _____, 20____

(CORPORATE SEAL)

APPROVED AS TO FORM:

By _____
Municipal Attorney

EXHIBIT A
To 2021 Amendment

Florida Estimates of Population
Bureau of Economic and Business Research, Population Division
University of Florida
Retrieved March 22, 2021

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Alachua County †	271,588	24,252	247,336	1,132	270,456
Alachua	10,470	1,411	9,059	0	10,470
Archer	1,204	86	1,118	0	1,204
Gainesville †	135,097	10,621	124,476	663	134,434
Hawthorne	1,463	46	1,417	0	1,463
High Springs	6,652	1,302	5,350	0	6,652
La Crosse	395	35	360	0	395
Micanopy	669	69	600	0	669
Newberry	6,873	1,923	4,950	0	6,873
Waldo	958	-57	1,015	0	958
UNINCORPORATED †	107,807	8,816	98,991	469	107,338
Baker County †	28,532	1,417	27,115	2,421	26,111
Glen St. Mary	457	20	437	0	457
Macclenny	7,186	812	6,374	0	7,186
UNINCORPORATED †	20,889	585	20,304	2,421	18,468
Bay County	174,410	5,558	168,852	1,110	173,300
Callaway	14,662	257	14,405	0	14,662
Lynn Haven	20,235	1,742	18,493	5	20,230
Mexico Beach	773	-299	1,072	0	773
Panama City	34,517	-988	35,505	98	34,419
Panama City Beach	13,691	1,673	12,018	0	13,691
Parker	3,865	-452	4,317	0	3,865
Springfield	8,938	35	8,903	0	8,938
UNINCORPORATED	77,729	3,590	74,139	1,007	76,722
Bradford County	28,725	205	28,520	3,827	24,898
Brooker	330	-8	338	0	330
Hampton	499	-1	500	0	499
Lawtey	728	-2	730	0	728
Starke	5,460	11	5,449	11	5,449
UNINCORPORATED	21,708	205	21,503	3,816	17,892
Brevard County	606,671	63,295	543,376	185	606,486
Cape Canaveral	10,342	430	9,912	0	10,342
Cocoa	19,327	2,187	17,140	0	19,327
Cocoa Beach	11,391	160	11,231	0	11,391
Grant-Valkaria	4,492	642	3,850	0	4,492
Indialantic	2,882	162	2,720	0	2,882
Indian Harbour Beach	8,751	526	8,225	0	8,751
Malabar	3,033	276	2,757	0	3,033
Melbourne	84,402	8,197	76,205	29	84,373
Melbourne Beach	3,150	49	3,101	0	3,150
Melbourne Village	677	15	662	0	677
Palm Bay	118,568	15,378	103,190	0	118,568
Palm Shores	1,137	237	900	0	1,137
Rockledge	27,946	3,020	24,926	17	27,929
Satellite Beach	10,887	778	10,109	0	10,887
Titusville	48,685	4,924	43,761	7	48,678
West Melbourne	25,385	7,030	18,355	0	25,385
UNINCORPORATED	225,616	19,284	206,332	132	225,484
Broward County †	1,932,212	184,146	1,748,066	887	1,931,325
Coconut Creek	58,803	5,894	52,909	0	58,803
Cooper City †	34,006	5,459	28,547	6	34,000
Coral Springs	129,263	8,167	121,096	0	129,263
Dania Beach	32,215	2,576	29,639	0	32,215
Davie	105,050	13,058	91,992	6	105,044
Deerfield Beach	80,178	5,160	75,018	0	80,178
Fort Lauderdale	189,321	23,800	165,521	33	189,288
Hallandale Beach	39,945	2,832	37,113	0	39,945
Hillsboro Beach	1,937	62	1,875	0	1,937
Hollywood	151,818	11,050	140,768	0	151,818
Lauderdale-By-The-Sea	6,305	249	6,056	0	6,305
Lauderdale Lakes	36,527	3,934	32,593	0	36,527
Lauderhill	72,507	5,620	66,887	0	72,507
Lazy Lake	28	4	24	0	28
Lighthouse Point	10,536	192	10,344	0	10,536

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Margate	59,351	6,067	53,284	0	59,351
Miramar	138,873	16,832	122,041	0	138,873
North Lauderdale	45,549	4,526	41,023	0	45,549
Oakland Park	45,709	4,346	41,363	0	45,709
Parkland	35,438	11,476	23,962	0	35,438
Pembroke Park	6,373	271	6,102	0	6,373
Pembroke Pines	168,949	14,930	154,019	623	168,326
Plantation	90,802	5,847	84,955	0	90,802
Pompano Beach	112,941	13,096	99,845	140	112,801
Sea Ranch Lakes	682	12	670	0	682
Southwest Ranches	7,786	441	7,345	0	7,786
Sunrise	94,333	9,894	84,439	0	94,333
Tamarac	66,089	5,662	60,427	0	66,089
Weston	67,438	2,105	65,333	0	67,438
West Park	15,228	1,072	14,156	0	15,228
Wilton Manors	12,857	1,225	11,632	0	12,857
UNINCORPORATED	15,375	-1,713	17,088	79	15,296
Calhoun County	14,489	-136	14,625	1,569	12,920
Altha	536	0	536	0	536
Blountstown	2,414	-100	2,514	0	2,414
UNINCORPORATED	11,539	-36	11,575	1,569	9,970
Charlotte County	187,904	27,926	159,978	1,242	186,662
Punta Gorda	20,405	3,764	16,641	0	20,405
UNINCORPORATED	167,499	24,162	143,337	1,242	166,257
Citrus County	149,383	8,147	141,236	118	149,265
Crystal River	3,190	82	3,108	0	3,190
Inverness	7,375	165	7,210	0	7,375
UNINCORPORATED	138,818	7,900	130,918	118	138,700
Clay County	219,575	28,710	190,865	0	219,575
Green Cove Springs	8,054	1,146	6,908	0	8,054
Keystone Heights	1,385	35	1,350	0	1,385
Orange Park	8,692	280	8,412	0	8,692
Penney Farms	789	40	749	0	789
UNINCORPORATED	200,655	27,209	173,446	0	200,655
Collier County	387,450	65,930	321,520	14	387,436
Everglades	430	30	400	0	430
Marco Island	17,595	1,182	16,413	0	17,595
Naples	21,063	1,526	19,537	0	21,063
UNINCORPORATED	348,362	63,192	285,170	14	348,348
Columbia County †	70,617	3,086	67,531	3,518	67,099
Fort White	605	38	567	0	605
Lake City †	12,303	257	12,046	291	12,012
UNINCORPORATED	57,709	2,791	54,918	3,227	54,482
DeSoto County	37,082	2,220	34,862	2,326	34,756
Arcadia	7,986	349	7,637	0	7,986
UNINCORPORATED	29,096	1,871	27,225	2,326	26,770
Dixie County	16,663	241	16,422	1,678	14,985
Cross City	1,726	-2	1,728	0	1,726
Horseshoe Beach	169	0	169	0	169
UNINCORPORATED	14,768	243	14,525	1,678	13,090
Duval County	982,080	117,817	864,263	590	981,490
Atlantic Beach	13,824	1,169	12,655	0	13,824
Baldwin	1,419	-6	1,425	0	1,419
Jacksonville	936,250	114,466	821,784	590	935,660
Jacksonville Beach	23,394	2,032	21,362	0	23,394
Neptune Beach	7,193	156	7,037	0	7,193

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Escambia County	323,714	26,095	297,619	2,353	321,361
Century	1,782	84	1,698	0	1,782
Pensacola	55,498	3,575	51,923	22	55,476
UNINCORPORATED	266,434	22,436	243,998	2,331	264,103
Flagler County	114,173	18,477	95,696	0	114,173
Beverly Beach	382	44	338	0	382
Bunnell	3,507	831	2,676	0	3,507
Flagler Beach (part)	4,700	276	4,424	0	4,700
Marineland (part)	6	-10	16	0	6
Palm Coast	89,437	14,257	75,180	0	89,437
UNINCORPORATED	16,141	3,079	13,062	0	16,141
Franklin County	11,864	315	11,549	1,252	10,612
Apalachicola	2,350	119	2,231	0	2,350
Carrabelle	2,640	-138	2,778	987	1,653
UNINCORPORATED	6,874	334	6,540	265	6,609
Gadsden County †	46,226	-163	46,389	3,033	43,193
Chattahoochee †	3,302	-350	3,652	999	2,303
Greensboro	611	9	602	0	611
Gretna	1,667	207	1,460	0	1,667
Havana	1,880	126	1,754	0	1,880
Midway	3,467	463	3,004	0	3,467
Quincy	7,919	-53	7,972	403	7,516
UNINCORPORATED †	27,380	-565	27,945	1,631	25,749
Gilchrist County	18,269	1,330	16,939	777	17,492
Bell	542	86	456	0	542
Fanning Springs (part)	389	111	278	0	389
Trenton	2,234	235	1,999	0	2,234
UNINCORPORATED	15,104	898	14,206	777	14,327
Glades County	13,609	725	12,884	958	12,651
Moore Haven	1,778	98	1,680	0	1,778
UNINCORPORATED	11,831	627	11,204	958	10,873
Gulf County	14,724	-1,139	15,863	1,088	13,636
Port St. Joe	3,741	296	3,445	0	3,741
Wewahitchka	1,992	11	1,981	0	1,992
UNINCORPORATED	8,991	-1,446	10,437	1,088	7,903
Hamilton County	14,570	-229	14,799	2,295	12,275
Jasper	2,644	-1,902	4,546	1,033	1,611
Jennings	869	-9	878	0	869
White Springs	822	45	777	0	822
UNINCORPORATED	10,235	1,637	8,598	1,262	8,973
Hardee County	27,443	-288	27,731	1,676	25,767
Bowling Green	2,913	-17	2,930	0	2,913
Wauchula	5,240	239	5,001	0	5,240
Zolfo Springs	1,790	-37	1,827	0	1,790
UNINCORPORATED	17,500	-473	17,973	1,676	15,824
Hendry County	40,953	1,813	39,140	0	40,953
Clewiston	8,021	866	7,155	0	8,021
LaBelle	5,151	511	4,640	0	5,151
UNINCORPORATED	27,781	436	27,345	0	27,781
Hernando County	192,186	19,408	172,778	502	191,684
Brooksville	8,983	1,264	7,719	0	8,983
Weeki Wachee	9	-3	12	0	9
UNINCORPORATED	183,194	18,147	165,047	502	182,692
Highlands County	104,834	6,048	98,786	24	104,810
Avon Park	11,201	2,365	8,836	0	11,201
Lake Placid	2,840	617	2,223	0	2,840
Sebring	11,208	717	10,491	0	11,208
UNINCORPORATED	79,585	2,349	77,236	24	79,561

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Hillsborough County †	1,478,759	249,533	1,229,226	655	1,478,104
Plant City	39,846	5,125	34,721	0	39,846
Tampa †	392,953	57,244	335,709	483	392,470
Temple Terrace	26,832	2,291	24,541	0	26,832
UNINCORPORATED	1,019,128	184,873	834,255	172	1,018,956
Holmes County	20,001	74	19,927	1,489	18,512
Bonifay	2,709	-84	2,793	0	2,709
Esto	367	3	364	0	367
Noma	182	-29	211	0	182
Ponce de Leon	541	-57	598	0	541
Westville	355	66	289	0	355
UNINCORPORATED	15,847	175	15,672	1,489	14,358
Indian River County	158,834	20,806	138,028	0	158,834
Fellsmere	5,668	471	5,197	0	5,668
Indian River Shores	4,378	477	3,901	0	4,378
Orchid	428	13	415	0	428
Sebastian	25,658	3,729	21,929	0	25,658
Vero Beach	16,869	1,646	15,223	0	16,869
UNINCORPORATED	105,833	14,470	91,363	0	105,833
Jackson County †	46,587	-3,159	49,746	5,570	41,017
Alford	490	1	489	0	490
Bascom	120	-1	121	0	120
Campbellton	214	-16	230	0	214
Cottondale	861	-72	933	0	861
Graceville	2,224	-54	2,278	0	2,224
Grand Ridge	835	-57	892	0	835
Greenwood	677	-9	686	0	677
Jacob City	274	24	250	0	274
Malone	1,777	-311	2,088	1,347	430
Marianna †	6,215	113	6,102	324	5,891
Sneads	1,701	-148	1,849	0	1,701
UNINCORPORATED	31,199	-2,629	33,828	3,899	27,300
Jefferson County	14,394	-367	14,761	830	13,564
Monticello	2,437	-69	2,506	0	2,437
UNINCORPORATED	11,957	-298	12,255	830	11,127
Lafayette County	8,690	-180	8,870	1,397	7,293
Mayo	1,217	-20	1,237	0	1,217
UNINCORPORATED	7,473	-160	7,633	1,397	6,076
Lake County	366,742	69,695	297,047	1,034	365,708
Astatula	1,921	111	1,810	0	1,921
Clermont	44,301	15,559	28,742	0	44,301
Eustis	21,594	3,036	18,558	0	21,594
Fruitland Park	10,206	6,128	4,078	0	10,206
Groveland	20,510	11,781	8,729	0	20,510
Howey-in-the-Hills	1,702	604	1,098	0	1,702
Lady Lake	15,754	1,828	13,926	0	15,754
Leesburg	24,539	4,422	20,117	0	24,539
Mascotte	6,447	1,346	5,101	0	6,447
Minneola	13,175	3,772	9,403	0	13,175
Montverde	1,901	438	1,463	0	1,901
Mount Dora	15,200	2,830	12,370	0	15,200
Tavares	17,395	3,444	13,951	0	17,395
Umatilla	4,196	740	3,456	0	4,196
UNINCORPORATED	167,901	13,656	154,245	1,034	166,867

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Lee County	750,493	131,739	618,754	221	750,272
Bonita Springs	55,645	11,788	43,857	6	55,639
Cape Coral	187,307	33,002	154,305	28	187,279
Estero	33,120	33,120	0	0	33,120
Fort Myers	92,599	30,301	62,298	15	92,584
Fort Myers Beach	6,558	281	6,277	0	6,558
Sanibel	6,849	380	6,469	0	6,849
UNINCORPORATED	368,415	22,867	345,548	172	368,243
Leon County	299,484	23,997	275,487	1,210	298,274
Tallahassee	198,627	17,251	181,376	1,210	197,417
UNINCORPORATED	100,857	6,746	94,111	0	100,857
Levy County	41,699	898	40,801	0	41,699
Bronson	1,181	68	1,113	0	1,181
Cedar Key	726	24	702	0	726
Chiefland	2,217	-28	2,245	0	2,217
Fanning Springs (part)	517	31	486	0	517
Inglis	1,305	-20	1,325	0	1,305
Otter Creek	118	-16	134	0	118
Williston	2,906	138	2,768	0	2,906
Yankeetown	509	7	502	0	509
UNINCORPORATED	32,220	694	31,526	0	32,220
Liberty County	8,575	210	8,365	1,749	6,826
Bristol	912	-84	996	0	912
UNINCORPORATED	7,663	294	7,369	1,749	5,914
Madison County	18,954	-270	19,224	1,334	17,620
Greenville	756	-87	843	21	735
Lee	335	-17	352	0	335
Madison	2,899	-150	3,049	0	2,899
UNINCORPORATED	14,964	-16	14,980	1,313	13,651
Manatee County	398,503	75,670	322,833	136	398,367
Anna Maria	1,617	114	1,503	0	1,617
Bradenton	58,621	9,075	49,546	37	58,584
Bradenton Beach	1,188	17	1,171	0	1,188
Holmes Beach	3,913	77	3,836	0	3,913
Longboat Key (part)	2,481	83	2,398	0	2,481
Palmetto	13,661	1,055	12,606	0	13,661
UNINCORPORATED	317,022	65,249	251,773	99	316,923
Marion County	368,135	36,832	331,303	5,323	362,812
Belleview	5,330	838	4,492	5	5,325
Dunnellon	1,864	131	1,733	0	1,864
McIntosh	486	34	452	0	486
Ocala	62,023	5,708	56,315	216	61,807
Reddick	577	71	506	0	577
UNINCORPORATED	297,855	30,050	267,805	5,102	292,753
Martin County	161,301	14,983	146,318	2,060	159,241
Indiantown	6,822	6,822	0	0	6,822
Jupiter Island	847	30	817	0	847
Ocean Breeze	428	73	355	0	428
Sewall's Point	2,127	131	1,996	0	2,127
Stuart	16,793	1,200	15,593	24	16,769
UNINCORPORATED	134,284	6,727	127,557	2,036	132,248

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Miami-Dade County †	2,832,794	336,337	2,496,457	9,491	2,823,303
Aventura	38,041	2,279	35,762	0	38,041
Bal Harbour	2,932	419	2,513	0	2,932
Bay Harbor Islands	6,091	463	5,628	0	6,091
Biscayne Park	3,181	126	3,055	0	3,181
Coral Gables	51,133	4,357	46,776	0	51,133
Cutler Bay	45,480	5,194	40,286	0	45,480
Doral	71,314	25,605	45,709	0	71,314
El Portal	2,146	-179	2,325	0	2,146
Florida City	13,405	2,160	11,245	0	13,405
Golden Beach	943	24	919	0	943
Hialeah	239,956	15,289	224,667	0	239,956
Hialeah Gardens	23,644	1,900	21,744	0	23,644
Homestead	76,334	15,825	60,509	17	76,317
Indian Creek	87	1	86	0	87
Islandia	0	-18	18	0	0
Key Biscayne	12,925	581	12,344	0	12,925
Medley	995	157	838	0	995
Miami †	497,924	98,416	399,508	2,945	494,979
Miami Beach	94,161	6,383	87,778	0	94,161
Miami Gardens	114,363	7,197	107,166	0	114,363
Miami Lakes	32,299	2,938	29,361	11	32,288
Miami Shores	10,817	324	10,493	0	10,817
Miami Springs	14,255	446	13,809	0	14,255
North Bay Village	9,064	1,927	7,137	0	9,064
North Miami	65,089	6,177	58,912	0	65,089
North Miami Beach	47,722	6,199	41,523	0	47,722
Opa-locka	18,090	2,871	15,219	0	18,090
Palmetto Bay	24,870	1,462	23,408	0	24,870
Pinecrest	18,619	396	18,223	0	18,619
South Miami	12,900	1,243	11,657	0	12,900
Sunny Isles Beach	23,869	3,037	20,832	0	23,869
Surfside	5,997	253	5,744	0	5,997
Sweetwater	22,348	8,849	13,499	0	22,348
Virginia Gardens	2,439	64	2,375	0	2,439
West Miami	8,915	2,950	5,965	0	8,915
UNINCORPORATED	1,220,446	111,022	1,109,424	6,518	1,213,928
Monroe County	77,823	4,733	73,090	0	77,823
Islamorada, Village of Islands	6,400	281	6,119	0	6,400
Key Colony Beach	795	-2	797	0	795
Key West	24,868	219	24,649	0	24,868
Layton	186	2	184	0	186
Marathon	9,097	800	8,297	0	9,097
UNINCORPORATED	36,477	3,433	33,044	0	36,477
Nassau County	89,258	15,944	73,314	70	89,188
Callahan	1,347	224	1,123	0	1,347
Fernandina Beach	13,534	2,047	11,487	24	13,510
Hilliard	3,076	-10	3,086	0	3,076
UNINCORPORATED	71,301	13,683	57,618	46	71,255
Okaloosa County	203,951	23,129	180,822	1,295	202,656
Cinco Bayou	419	36	383	0	419
Crestview	26,178	5,200	20,978	0	26,178
Destin	13,480	1,175	12,305	0	13,480
Fort Walton Beach	21,064	1,557	19,507	0	21,064
Laurel Hill	590	53	537	0	590
Mary Esther	4,038	187	3,851	0	4,038
Niceville	14,976	2,227	12,749	0	14,976
Shalimar	844	127	717	0	844
Valparaiso	5,408	372	5,036	0	5,408
UNINCORPORATED	116,954	12,195	104,759	1,295	115,659
Okeechobee County	42,112	2,116	39,996	2,417	39,695
Okeechobee	5,688	67	5,621	0	5,688
UNINCORPORATED	36,424	2,049	34,375	2,417	34,007

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Orange County †	1,415,260	269,304	1,145,956	3,265	1,411,995
Apopka	53,632	12,090	41,542	0	53,632
Bay Lake	15	-32	47	0	15
Belle Isle	7,378	1,390	5,988	0	7,378
Eatonville	2,351	192	2,159	63	2,288
Edgewood	2,791	288	2,503	0	2,791
Lake Buena Vista	24	14	10	0	24
Maitland	21,113	5,362	15,751	0	21,113
Oakland	3,809	1,271	2,538	0	3,809
Ocoee	49,781	14,202	35,579	0	49,781
Orlando †	298,943	60,643	238,300	581	298,362
Windermere	3,024	562	2,462	0	3,024
Winter Garden	48,469	13,901	34,568	0	48,469
Winter Park	30,630	2,778	27,852	0	30,630
UNINCORPORATED	893,300	156,643	736,657	2,621	890,679
Osceola County	387,055	118,370	268,685	313	386,742
Kissimmee	75,644	15,962	59,682	171	75,473
St. Cloud	50,897	15,714	35,183	0	50,897
UNINCORPORATED	260,514	86,694	173,820	142	260,372
Palm Beach County †	1,466,494	146,360	1,320,134	2,772	1,463,722
Atlantis	2,055	50	2,005	0	2,055
Belle Glade	17,979	512	17,467	0	17,979
Boca Raton	95,139	10,747	84,392	0	95,139
Boynton Beach	78,495	10,278	68,217	0	78,495
Briny Breezes	600	-1	601	0	600
Cloud Lake	138	3	135	0	138
Delray Beach	67,168	6,646	60,522	0	67,168
Glen Ridge	235	16	219	0	235
Golf	275	23	252	0	275
Greenacres	39,945	2,372	37,573	0	39,945
Gulf Stream	1,032	246	786	0	1,032
Haverhill	2,090	217	1,873	0	2,090
Highland Beach	3,657	118	3,539	0	3,657
Hypoluxo	2,828	240	2,588	0	2,828
Juno Beach	3,463	287	3,176	0	3,463
Jupiter	63,188	8,032	55,156	0	63,188
Jupiter Inlet Colony	414	14	400	0	414
Lake Clarke Shores	3,426	50	3,376	0	3,426
Lake Park	8,912	757	8,155	0	8,912
Lake Worth	38,875	3,965	34,910	0	38,875
Lantana	12,081	1,658	10,423	19	12,062
Loxahatchee Groves	3,426	246	3,180	0	3,426
Manalapan	428	22	406	0	428
Mangonia Park	2,050	162	1,888	0	2,050
North Palm Beach	12,813	798	12,015	0	12,813
Ocean Ridge	1,854	68	1,786	0	1,854
Pahokee	5,847	198	5,649	338	5,509
Palm Beach	8,409	248	8,161	0	8,409
Palm Beach Gardens	56,709	8,269	48,440	0	56,709
Palm Beach Shores	1,251	109	1,142	0	1,251
Palm Springs	23,867	4,939	18,928	0	23,867
Riviera Beach	36,057	3,569	32,488	0	36,057
Royal Palm Beach	39,801	5,661	34,140	0	39,801
South Bay	5,271	395	4,876	1,909	3,362
South Palm Beach	1,460	102	1,358	0	1,460
Tequesta	5,874	245	5,629	0	5,874
Wellington	62,650	6,142	56,508	0	62,650
Westlake	951	951	0	0	951
West Palm Beach	116,781	16,438	100,343	165	116,616
UNINCORPORATED †	639,000	51,568	587,432	341	638,659

Florida Population Estimates by County and Municipality
April 1, 2020

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Pasco County	542,638	77,941	464,697	680	541,958
Dade City	7,402	965	6,437	0	7,402
New Port Richey	16,935	2,024	14,911	0	16,935
Port Richey	3,047	376	2,671	0	3,047
St. Leo	1,380	40	1,340	0	1,380
San Antonio	1,343	205	1,138	0	1,343
Zephyrhills	17,092	3,804	13,288	0	17,092
UNINCORPORATED	495,439	70,527	424,912	680	494,759
Pinellas County †	984,054	67,512	916,542	868	983,186
Belleair	4,095	226	3,869	0	4,095
Belleair Beach	1,625	65	1,560	0	1,625
Belleair Bluffs	2,104	73	2,031	0	2,104
Belleair Shore	108	-1	109	0	108
Clearwater	118,017	10,332	107,685	0	118,017
Dunedin	37,869	2,548	35,321	6	37,863
Gulfport	12,598	569	12,029	0	12,598
Indian Rocks Beach	4,158	45	4,113	0	4,158
Indian Shores	1,479	59	1,420	0	1,479
Kenneth City	5,145	165	4,980	0	5,145
Largo	84,574	6,926	77,648	0	84,574
Madeira Beach	4,447	184	4,263	0	4,447
North Redington Beach	1,531	114	1,417	0	1,531
Oldsmar	14,998	1,407	13,591	0	14,998
Pinellas Park	54,202	5,123	49,079	0	54,202
Redington Beach	1,507	80	1,427	0	1,507
Redington Shores	2,182	61	2,121	0	2,182
Safety Harbor	17,696	812	16,884	6	17,690
St. Pete Beach	9,531	185	9,346	0	9,531
St. Petersburg	271,044	26,275	244,769	421	270,623
Seminole	19,705	2,472	17,233	0	19,705
South Pasadena	5,078	114	4,964	0	5,078
Tarpon Springs	25,937	2,453	23,484	0	25,937
Treasure Island	6,930	225	6,705	0	6,930
UNINCORPORATED †	277,494	7,000	270,494	435	277,059
Polk County	715,090	112,995	602,095	3,159	711,931
Auburndale	17,120	3,613	13,507	0	17,120
Bartow	20,757	3,459	17,298	156	20,601
Davenport	7,323	4,435	2,888	0	7,323
Dundee	5,159	1,442	3,717	0	5,159
Eagle Lake	2,785	530	2,255	0	2,785
Fort Meade	5,833	207	5,626	0	5,833
Frostproof	3,454	462	2,992	0	3,454
Haines City	27,268	6,708	20,560	0	27,268
Highland Park	266	36	230	0	266
Hillcrest Heights	243	-11	254	0	243
Lake Alfred	6,351	1,336	5,015	0	6,351
Lake Hamilton	1,556	325	1,231	0	1,556
Lakeland	109,238	11,816	97,422	0	109,238
Lake Wales	16,386	2,161	14,225	0	16,386
Mulberry	4,100	283	3,817	0	4,100
Polk City	2,490	928	1,562	0	2,490
Winter Haven	47,044	13,170	33,874	0	47,044
UNINCORPORATED	437,717	62,095	375,622	3,003	434,714
Putnam County	73,723	-641	74,364	464	73,259
Crescent City	1,589	12	1,577	0	1,589
Interlachen	1,372	-31	1,403	0	1,372
Palatka	10,770	212	10,558	0	10,770
Pomona Park	883	-29	912	0	883
Welaka	723	22	701	0	723
UNINCORPORATED	58,386	-827	59,213	464	57,922

**Florida Population Estimates by County and Municipality
April 1, 2020**

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
St. Johns County	261,900	71,861	190,039	138	261,762
Hastings	0	-580	580	0	0
Marineland (part)	2	2	0	0	2
St. Augustine	15,306	2,331	12,975	0	15,306
St. Augustine Beach	6,852	676	6,176	0	6,852
UNINCORPORATED	239,740	69,432	170,308	138	239,602
St. Lucie County	322,265	44,476	277,789	108	322,157
Fort Pierce	44,476	2,886	41,590	31	44,445
Port St. Lucie	202,914	38,311	164,603	6	202,908
St. Lucie Village	661	71	590	0	661
UNINCORPORATED	74,214	3,208	71,006	71	74,143
Santa Rosa County	184,653	33,281	151,372	4,968	179,685
Gulf Breeze	5,910	147	5,763	0	5,910
Jay	527	-6	533	0	527
Milton	10,767	1,941	8,826	77	10,690
UNINCORPORATED	167,449	31,199	136,250	4,891	162,558
Sarasota County	438,816	59,368	379,448	6	438,810
Longboat Key (part)	4,617	127	4,490	0	4,617
North Port	77,561	20,204	57,357	0	77,561
Sarasota	57,683	5,766	51,917	6	57,677
Venice	24,016	3,268	20,748	0	24,016
UNINCORPORATED	274,939	30,003	244,936	0	274,939
Seminole County	476,727	54,009	422,718	131	476,596
Altamonte Springs	45,304	3,808	41,496	0	45,304
Casselberry	30,341	4,100	26,241	5	30,336
Lake Mary	17,633	3,811	13,822	0	17,633
Longwood	16,036	2,379	13,657	0	16,036
Oviedo	40,145	6,803	33,342	0	40,145
Sanford	61,791	8,221	53,570	1	61,790
Winter Springs	38,760	5,478	33,282	0	38,760
UNINCORPORATED	226,717	19,409	207,308	125	226,592
Sumter County	141,422	48,002	93,420	7,650	133,772
Bushnell	2,566	148	2,418	0	2,566
Center Hill	1,164	176	988	0	1,164
Coleman	734	31	703	0	734
Webster	790	5	785	0	790
Wildwood	17,354	10,645	6,709	0	17,354
UNINCORPORATED	118,814	36,997	81,817	7,650	111,164
Suwannee County	45,463	3,912	41,551	1,986	43,477
Branford	743	31	712	0	743
Live Oak	6,893	43	6,850	0	6,893
UNINCORPORATED	37,827	3,838	33,989	1,986	35,841
Taylor County	22,436	-134	22,570	2,283	20,153
Perry	6,937	-80	7,017	0	6,937
UNINCORPORATED	15,499	-54	15,553	2,283	13,216
Union County	15,410	-125	15,535	4,792	10,618
Lake Butler	1,758	-139	1,897	0	1,758
Raiford	242	-13	255	0	242
Worthington Springs	377	-30	407	0	377
UNINCORPORATED	13,033	57	12,976	4,792	8,241

Florida Population Estimates by County and Municipality
April 1, 2020

Area	April 1, 2020 Population Estimate	Total Change	April 1, 2010 ¹ Census	April 1, 2020 Inmates	April 1, 2020 Estimate less Inmates
Volusia County	551,588	56,995	494,593	1,802	549,786
Daytona Beach	70,235	9,230	61,005	29	70,206
Daytona Beach Shores	4,489	242	4,247	0	4,489
DeBary	21,973	2,653	19,320	0	21,973
DeLand	37,043	10,012	27,031	0	37,043
Deltona	93,677	8,495	85,182	0	93,677
Edgewater	23,818	3,068	20,750	0	23,818
Flagler Beach (part)	60	0	60	0	60
Holly Hill	12,398	739	11,659	0	12,398
Lake Helen	2,849	225	2,624	0	2,849
New Smyrna Beach	28,594	6,130	22,464	0	28,594
Oak Hill	2,110	318	1,792	0	2,110
Orange City	12,436	1,837	10,599	0	12,436
Ormond Beach	41,782	3,645	38,137	5	41,777
Pierson	1,869	133	1,736	0	1,869
Ponce Inlet	3,205	173	3,032	0	3,205
Port Orange	62,832	6,784	56,048	0	62,832
South Daytona	13,007	755	12,252	0	13,007
UNINCORPORATED	119,211	2,556	116,655	1,768	117,443
Wakulla County	33,981	3,205	30,776	2,971	31,010
St. Marks	345	52	293	0	345
Sopchoppy	515	58	457	0	515
UNINCORPORATED	33,121	3,095	30,026	2,971	30,150
Walton County	74,724	19,681	55,043	1,478	73,246
DeFuniak Springs	5,653	476	5,177	25	5,628
Freeport	5,765	3,978	1,787	0	5,765
Paxton	608	-36	644	0	608
UNINCORPORATED	62,698	15,263	47,435	1,453	61,245
Washington County	25,334	438	24,896	1,969	23,365
Caryville	293	-118	411	0	293
Chipley	3,601	-4	3,605	0	3,601
Ebro	240	-30	270	0	240
Vernon	733	46	687	0	733
Wausau	310	-73	383	0	310
UNINCORPORATED	20,157	617	19,540	1,969	18,188
Florida †	21,596,068	2,794,736	18,801,332	112,659	21,483,409
Incorporated †	10,907,959	1,454,778	9,453,181	16,696	10,891,263
Unincorporated †	10,688,109	1,339,958	9,348,151	95,963	10,592,146

¹ The April 1, 2010 census counts include all corrections resulting from the U.S. Census Bureau's 2010 Census Count Question Resolution (CQR) Program received by the Florida Legislative Office of Economic and Demographic Research as of February 11, 2014.

² The city of Estero was incorporated as of December 31, 2014.

³ The village of Indiantown was incorporated as of December 31, 2017.

⁴ The city of Islandia was disincorporated as of March 6, 2012.

⁵ The city of Westlake was incorporated as of June 20, 2016.

⁶ The city of Hastings was disincorporated as of February 28, 2018.

† Inmates figure updated October 23, 2020. The April 1, 2020 population estimate was updated accordingly.

The estimate less inmates was not affected.

Source: University of Florida, Bureau of Economic and Business Research, 10/26/2020.

DOWNLOADED FROM THE EDR WEBSITE ON MARCH 22, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-634

Agenda Date: 5/18/2021

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 an amendment to the Work Authorization with Walters Zackria Associates, PLLC for the preparation of a design criteria package and associated services for the Center for Active Aging Redevelopment Project to provide for supplemental construction phase services; authorizing execution of the Amendment with Walters Zackria in an amount not to exceed \$231,480.00; providing an effective date. (Funds from Account #358-8000-569-61-08 - Architect/Engineering)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$231,480.00

Account Name: Architect/Engineering

Account Number: 358-8000-569-61-08

Background/History

The City is utilizing the design-build construction delivery method for the Center of Active Aging redevelopment (the "Project"), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project. The procurement of design-build services is governed by Section 287.055, Fla. Stat. (the "CCNA"), and the City of Deerfield Code of Ordinances Section 38-144.

Pursuant to Request for Qualifications #2016-17/51, City staff selected Walters Zackria Associates, PLLC ("WZA") as the most qualified to perform the required design criteria services for the Project. On May 15, 2018, the City Commission approved a work authorization for WZA for the preparation of a design criteria package and for WZA to serve as the City's Project representative (the design criteria package preparation and services as the City's Project representative are collectively, the "Services"). The Services provided for the provision of construction phase services in an amount not to exceed \$38,000.

Current Activity

With the recent award of the design build contract to Shiff Construction, the City wishes to supplement the construction phase services. These services include construction document review,

attendance at progress meetings with the design/build team, shop drawing review, warranty support services, and permitting phase services (collectively, the "Supplemental Services"). The Supplemental Services will be required to begin concurrently with the Project to monitor construction document compliance with the design build criteria package and progress of the Project throughout the construction phase.

The total cost for the construction phase services, including the permit phase and reimbursables, is \$269,480.00. However, the \$38,000 provided for in the Work Authorization will be applied to these services. Accordingly, an amendment to the Work Authorization in an amount not to exceed \$231,480.00, is required to provide for the Supplemental Services (the "Amendment").

Recommendation

It is recommended the City Commission approve the Amendment to the Work Authorization with WZA for the Supplemental Services in an amount not to exceed \$231,480.00.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC FOR THE PREPARATION OF A DESIGN CRITERIA PACKAGE AND ASSOCIATED SERVICES FOR THE CENTER FOR ACTIVE AGING REDEVELOPMENT PROJECT TO PROVIDE FOR SUPPLEMENTAL CONSTRUCTION PHASE SERVICES; AUTHORIZING EXECUTION OF THE AMENDMENT WITH WALTERS ZACKRIA IN AN AMOUNT NOT TO EXCEED \$231,480.00; PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Request for Qualifications #2016-17/51 (the “RFQ”) and Section 287.055, Florida Statutes, the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Walters Zackria Associates, PLLC (“WZA”) dated January 26, 2018 (the “Continuing Contract”); and

WHEREAS, on May 15, 2018, the City Commission approved Resolution 2018/075, approving a work authorization with WZA for professional services for the preparation of a design criteria package and associated services for the redevelopment of the Center for Active Aging (the “Project”); and

WHEREAS, pursuant to the Continuing Contract, the City and WZA entered into a work authorization dated May 16, 2018 (the “Work Authorization”), for the preparation of a design criteria package and for WZA to serve as the City’s Project representative (the design criteria package preparation and services as the City’s Project representative are collectively, the “Services”); and

WHEREAS, the term of the Work Authorization remains in effect until the Services are completed to the City’s satisfaction; and

WHEREAS, the Services in the Work Authorization provided for the provision of construction phase services in an amount not to exceed \$38,000; and

WHEREAS, the Work Authorization provides for additional services, including additional construction phase services, if requested by the City; and

WHEREAS, with the recent award of the design build contract for the Project, the City wishes to supplement the construction phase services to include construction document review, attendance at progress meetings with the design/build team, shop drawing review, warranty support services, and permitting phase services (collectively, the “Supplemental Services”); and

WHEREAS, City Staff recommends approving an amendment to the Work Authorization to provide for the Supplemental Services in an amount not to exceed \$231,480.00 (the “Amendment”); and

WHEREAS, the City Commission finds it in the best interest of the City to approve the Amendment with WZA, attached as Exhibit “A,” for the Supplemental Services.

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

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

Section 2. The Amendment with WZA, attached as Exhibit “A,” for the Supplemental Services in an amount not to exceed \$231,480.00 is hereby approved.

Section 3. The City Manager is authorized to execute the Amendment for the Supplemental Services, attached as Exhibit “A,” together with such non-substantial changes as may be 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

AMENDMENT TO WORK AUTHORIZATION WITH WALTERS ZACKRIA ASSOCIATES, PLLC

This Amendment to the Work Authorization ("Amendment"), is made and entered into on this ___th day of _____ 2021 by and between the City of Deerfield Beach, a municipal corporation, with its principal business address located at 150 NE 2nd Avenue, Deerfield Beach, FL 33441 (the "City") and Walters Zackria Associates, PLLC, a Florida Limited Liability Corporation, with its principal business address located at 5813 N. Andrews Way, Fort Lauderdale, FL 33309 (the "Consultant").

WHEREAS, the City and Consultant entered into a master CCNA continuing services contract dated January 26, 2018, pursuant to RFQ #2016-17-51 (the "Continuing Contract"); and

WHEREAS, on May 15, 2018, the City Commission approved Resolution 2018/075, approving a work authorization with the Consultant for professional services for the preparation of a design criteria package and associated services for the redevelopment of the Center for Active Aging (the "Project"); and

WHEREAS, pursuant to the Continuing Contract, the City and Consultant entered into a Work Authorization dated May 16, 2018 (the "Work Authorization"), for the Consultant for the preparation of a design criteria package and to serve as the City's Project representative (the design criteria package preparation and services as the City's Project representative are collectively, the "Services"); and

WHEREAS, the Services provided for the provision of construction phase services in an amount not to exceed \$38,000; and

WHEREAS, the Work Authorization provides for additional services, including additional construction phase services, if requested by the City; and

WHEREAS, the term of the Work Authorization remains in effect until the Services are completed to the City's satisfaction; and

WHEREAS, the Parties desire to amend the Work Authorization to supplement the construction phase services for the Project.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledges, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The Work Authorization for the Project is amended to include the supplemental construction phase services set forth in Consultant's proposal, dated May 4, 2021, attached as Exhibit "1" to this Amendment (the "Supplemental Services"). The Supplemental Services and pricing set

forth in Exhibit "1" are hereby included and incorporated into the Work Authorization as Exhibit "B" to the Work Authorization.

Section 3. Section 2 "Compensation" of the Work Authorization is hereby amended to read as follows:

In consideration for the Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$195,940.00, as further detailed in Exhibit "A." In consideration for the Supplemental Services to be performed by Consultant, the City agrees to pay Consultant an amount not-to-exceed \$231,480.00, as further detailed in Exhibit "B." Compensation due to the Consultant shall be payable within 30 calendar days following submission of a proper invoice by the Consultant to the City. In the event of City's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, City shall pay Consultant on a pro-rate basis for the Services performed by Consultant prior to the City's termination of this Work Authorization.

Section 4. All other conditions and terms of the Work Authorization, not specifically amended herein, remain in full force and effect.

Section 5. Should any part, term and provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected hereby.

Section 6. Neither City nor their officers, agents and/or employees have made any representation or promises except as expressly set forth in the Work Authorization or this Amendment.

Section 7. This Amendment shall be effective upon execution.

CONSULTANT

ATTEST:

_____	_____ (Name of Corporation)
(Secretary)	By: _____ (Signature)
_____	_____ (Type Name/Title Signed Above)
(Corporate Seal)	____ day of _____, 20__

CITY OF DEERFIELD BEACH

Witnesses:

_____ By: _____
DAVID SANTUCCI, CITY MANAGER

_____ Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

EXHIBIT “1”

SUPPLEMENTAL SERVICES



May 4, 2021

Steven Zielnicki, P.E.
Capital Projects Engineer
200 Goolsby Boulevard
Deerfield Beach, FL 33442
P: 954.480.4269
C: 954.952.7415

Dear Mr. Zielnicki,

Please see below proposal project services and fees for the supplemental construction phase services contemplated in the work authorization dated May 16, 2018 (WA #1).

PHASE 5 – CONSTRUCTION PHASE SERVICES

Task 5.0 – Progress Meetings. Task 5.0 of the WA is amended to include the services described below.

WZA will monitor the progress of project throughout the construction phase with the Design / Build Team, attend progress meetings, and provide any direction required so the project remains consistent with the design / build criteria. WZA will attend bi-weekly, or as additionally required, on-site meetings with the Design / Build Team and City staff. WZA staff will review meeting agenda and meeting minutes prepared by the design build team.

Task 5.1 to 5.2 – Construction Document Review Services – 90% and 100%. Task 5.1 of the WA is amended to include the services described below.

WZA will monitor the progress of project throughout the construction document phase with the Design / Build Team, attend bi-weekly progress meetings, and provide direction required so the project remains consistent with the design / build criteria.

WZA will meet with and review each milestone submittal and provide written comments to the D/B team and the City. Architectural plans, details, and schedules will be reviewed. Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Technology Engineering will be reviewed. Coordination with site engineering and landscape will be reviewed.

All specialty engineering services will be reviewed. Reviews will ensure compliance with the design / build criteria package, Florida Building Code, Green Building criteria, and the City's aesthetic criteria.

Task 5.3 – Shop Drawing Review. Task 5.3 is added to the WA.

During the construction phase of the project, WZA will provide shop drawing review for the City and the Design / Build Team to review for compliance with the design / build criteria.

Task 5.4 - Warranty Support Services

WZA staff will walk the building 11 months after the construction is complete to determine any construction deficiencies that must be addressed by the contractor within the warranty period. Comments from City staff will be compiled. WZA will prepare a list and send to the contractor for corrections and to the City for record. WZA will reinspect the building to verify all defects are corrected.

PHASE 6 – PERMIT PHASE SERVICES

Phase 6 is added to the scope of services of the WA. Tasks 6.0, 6.1 – Permit Submittals and Approvals

WZA will review the progress of all required permits with the Design / Build Team, attend bi-weekly progress meetings, and provide any direction required so the project remains consistent with the design criteria.

COMPENSATION

Compensation for professional consulting Architectural and Engineering services as described herein shall be on a lump sum basis in accordance with the AGREEMENT. The fee breakdown is as follows:

Phase 5 - Construction Phase Services	\$226,280.00
Phase 6 - Permit Phase	<u>\$ 13,200.00</u>
TOTAL:	\$239,480.00

Reimbursables - Above listed design costs do not include reimbursable items such as printing, plotting, courier, postage, material boards, testing, and inspections. Reimbursables shall be billed at a 1.0 cost factor. The following reimbursable budget would be estimated to cover these costs.

Reimbursable Expense Budget	\$ 10,000.00
Reimbursable Testing, Inspection, and any other additional services as approved by the City	\$ 20,000.00
PROJECT TOTAL:	\$269,480.00
Current WO:	\$ 38,000.00
Required Amendment:	\$231,480.00

Please let us know if you have any questions or comments regarding this amendment.

Thank you.

Sincerely,



Abbas H. Zackria, RA CDT LEED AP
Principal Architect



	CAA CA Services - Hourly Breakdown - 5-4-21					TOTAL =		\$239,480.00
	BASIC SERVICES	Principal Arch/Engineer	Project Arch/Engineer	Assistant Project Manager/Site Inspector	CAD Operator Level 1	Administrative	Sub-Consultant Subtotal	WZA Subtotal
							\$45,900.00	\$193,580.00
								\$180,380.00
PHASE 5	<u>CONSTRUCTION PHASE SERVICES</u>							
TASK 5.0	PROJECT MEETINGS (UP TO 47)	96	240			52		
TASK 5.1	PROJECT COORDINATION	16	72			12		
TASK 5.2	COORDINATION WITH D/B TEAM MEMBERS	4	8					
	SHOP DRAWING REVIEW ASSISTANCE							
	ARCHITECTURAL	24	160			8		
	INTERIOR DESIGN	8	20			8		
	STRUCTURAL						\$3,000.00	
	MECH / ELEC / PLUMBING / FIRE PROTECTION / GENSET						\$5,000.00	
	TECHNOLOGY						\$2,500.00	
	CIVIL / LANDSCAPE / IRRIGATION						\$5,000.00	
TASK 5.3	REVIEW CONSTRUCTION DOCUMENTS - 90%, 100%							
	ARCHITECTURAL	24	96			10		
	INTERIOR DESIGN	8	24			4		
	STRUCTURAL						\$6,000.00	
	MECH / ELEC / PLUMBING / FIRE PROTECTION / GENSET						\$12,000.00	
	TECHNOLOGY						\$4,400.00	
	CIVIL / LANDSCAPE / IRRIGATION						\$8,000.00	
TASK 5.4	WARRANTY SUPPORT SERVICES	8	80			8		
	Total Hours for Phase 5	188	700	0	0	102		
	Rate	\$235.00	\$180.00	\$140.00	\$110.00	\$100.00		
	Total	\$44,180.00	\$126,000.00	\$0.00	\$0.00	\$10,200.00		
PHASE 6	<u>PERMIT PHASE ASSISTANCE</u>							\$13,200.00
TASK 6.0	PROJECT MEETINGS (UP TO 4)	8	24			4		
TASK 6.1	PROJECT COORDINATION	8	24			4		
	Total Hours for Phase 6	16	48	0	0	8		
	Rate	\$235.00	\$180.00	\$140.00	\$110.00	\$100.00		
	Total	\$3,760.00	\$8,640.00	\$0.00	\$0.00	\$800.00		



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-657

Agenda Date: 5/18/2021

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 Luna Development Corp. for the replacement of 200 linear feet of existing sewer main on SE 13th Court in an amount not to exceed \$100,825.00, utilizing the City of Fort Lauderdale Contract #12204-293; providing for execution and an effective date. (Funds from Account #413-5000-536-60-31 - Water & Sewer Renewal & Replacement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$100,825.00

Account Name: Water & Sewer Renewal & Replacement

Account Number: 413-5000-536-60-31

Background/History

The City has identified a deteriorated sanitary sewer pipeline on SE 13 Court just west of Federal Highway. The damage manifested as a sinkhole in the driveway apron fronting 1335 S. Federal Highway. Due to the complexity of the repair for this location associated with its length, the depth of the line, and the location of the water table, it is necessary to contract for these repairs.

The scope of work is the following: removal of existing asphalt, curbing, sodding, and earthwork to access an existing 8" ductile iron sewer line approximately 9 to 10 feet below grade. Work includes utility locates, excavation of area to replace approximately 200' of existing pipe with C900 pipe, providing (2) stainless steel saddles, and installation of new drainage rock. The site will then be restored to include asphalt, curbing, and re-sodding of area. Proposal includes maintenance of traffic as well as dewatering for the project.

Current Activity

The City contacted the South Florida Chapter of the National Institute of Governmental Purchasing (NIGP) cooperative and received contract information for the City of Fort Lauderdale's Sewer Repair and Replacement contract (12204-293) with Luna Development Corp. Based on the pricing in the Fort Lauderdale contractor, Luna Development Corp. quoted the City in amount of \$100,825 for the repairs. Due to the risk to public service and safety, we are recommending moving forward to

complete these repairs with expediency.

Recommendation

It is recommended that the City Commission approve a piggyback agreement with Luna Development Corp. in the amount of \$100,825 for replacement of 200 linear feet of existing sewer main on SE 13 Court.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH LUNA DEVELOPMENT CORP. FOR THE REPLACEMENT OF 200 LINEAR FEET OF EXISTING SEWER MAIN ON SE 13TH COURT IN AN AMOUNT NOT TO EXCEED \$100,825.00, UTILIZING THE CITY OF FORT LAUDERDALE CONTRACT #12204-293; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, the City has identified a damaged sanitary sewer pipeline on SE 13 Court just west of Federal Highway, which manifested as a sinkhole in the driveway apron fronting 1335 S. Federal Highway; and

WHEREAS, due to the complexity of the repair for this location associated with its length, the depth of the line, and the location of the water table, it is necessary to contract these repairs; and

WHEREAS, the scope of work includes removal of existing asphalt, curbing, sodding, earthwork to access an existing 8" ductile iron sewer line approximately 9 to 10 feet below grade, utility locates, excavation of area to replace approximately 200' of existing pipe with C900 pipe, providing 2 stainless steel saddles, and installation of new drainage rock (collectively, the "Services"); 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 Luna Development Corp. ("Luna") to provide the Services by utilizing the City of Fort Lauderdale contract #12204-293 dated September 12, 2019 with Luna for annual sewer repairs and replacement (the "Fort Lauderdale Contract"); and

WHEREAS, Luna has provided the City with a proposal to provide the Services in an amount not to exceed \$100,825.00; and

WHEREAS, staff has confirmed that the Fort Lauderdale Contract is in effect; and

WHEREAS, staff recommends that the City Commission approve a piggyback agreement with Luna for the Services utilizing the Fort Lauderdale Contract in an amount not to exceed \$100,825.00 (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 Luna for the Services in an amount not to exceed \$100,825.00.

Section 3. The City Manager is authorized to execute the Piggyback Agreement with Luna, consistent with the terms of the Fort Lauderdale 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



1335 South Federal Highway Luna Development Corp.

1001 NW 51st Court | Ft. Lauderdale | Florida 33309 | O: 954.990.6626 F: 954.990.6629

City of Deerfield Beach

Attn: Pricilla Cygielni, P.E. (City Engineer)
PCygielni@deerfield-beach.com
 200 Goolsby Boulevard
 Deerfield beach, FL 33441 (954-616-7046)

Q-00000

Date

Project: No. P11905

5/3/2021

Address: 1335 S. Federal Highway
 Deerfield Beach, FL.

8" C-900 SEWER REPAIR

Contract Line item	Description of the Work: Remove Existing 8" DIP Sewer Main, 50' from Manhole at Federal Highway and install 200' of C-900 PVC @ 10' - 12' deep. All Paving to be completed by City of Deerfield Beach. By pass of sewer will be City responsibility.	Qty	Unit	Unit Price	Amount
2	Wellpoint System	1	Each	\$ 3,500.00	\$ 3,500.00
3	Sewer Bypass	1	Each	\$ 2,250.00	\$ 2,250.00
5	Sewer Pipe 8" to 10" C-900 (-10' to -15' below)	1	Each	\$ 22,500.00	\$ 22,500.00
8	Sewer Pipe Additional Footage	200	LF	\$ 125.00	\$ 25,000.00
38	Remove Existing Pipe	1	Each	\$ 650.00	\$ 650.00
93	Lateral Additional	1	Each	\$ 3,675.00	\$ 3,675.00
150	Lime Rock Base (Double Lift)	300	SY	\$ 28.00	\$ 8,400.00
151	Asphalt Pavement	150	SY	\$ 40.00	\$ 6,000.00
154	MOT	1	LS	\$ 2,500.00	\$ 2,500.00
155	St. Augustine Sod	3,700	SF	\$ 2.00	\$ 7,400.00
159	Steel Plates	4	Each	\$ 350.00	\$ 1,400.00
161	Curb & Gutter Replacement	120	LF	\$ 30.00	\$ 3,600.00
187	Trench Box	40	HR	\$ 30.00	\$ 1,200.00
190	Sediment Box	40	HR	\$ 50.00	\$ 2,000.00
194	Pump. 6"	40	HR	\$ 70.00	\$ 2,800.00
198	Dump Truck: removal of all demolition material from site	40	HR	\$ 70.00	\$ 2,800.00
Misc.	Demolish Trees (7 each)	7	Each	\$ 350.00	\$ 2,450.00
MISC.	Remove Curb & Gutter	120	LF	\$ 10.00	\$ 1,200.00
Misc.	Sprinkler Repair	1	Allowance	\$ 1,500.00	\$ 1,500.00
		0		\$ -	\$ -
		0		\$ -	\$ -
				Total Additions =	\$100,825.00



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-627

Agenda Date: 5/18/2021

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 submission of a Hazard Mitigation Grant Program application to the Florida Division of Emergency Management for Lift Station 5 Emergency Back-up Generator; authorizing the expenditure of matching funds in the amount of \$37,500; authorizing execution of a grant agreement, if awarded; and providing for an effective date. (Fiscal Impact from Account #413-5000-536-60-31 - Water & Sewer Renewal & Replacement)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal impact

Costs: \$37,500

Account Name: Water & Sewer Renewal & Replacement

Account Number: 413-5000-536-60-31

Background/History

The City of Deerfield Beach would like to apply for the Hazard Mitigation Grant Program ("HMGP"), which helps communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects. Eligible applicants include state and local governments with a Federal Emergency Management Agency ("FEMA") approved Local Mitigation Strategy plan, private nonprofit organizations or institutions, and Indian tribes or authorized tribal organizations. HMGP is funded by FEMA and administered by the Florida Division of Emergency Management ("FDEM").

FDEM announced the availability of HMGP funds as a result of the Presidential Disaster Declaration for Hurricane Dorian (FEMA 4468-DR-FL). The amount of State HMGP funding allocated to Broward County is \$1,368,992.26. The eligibility criteria for projects include the following:

- Conform to the Florida State Hazard Mitigation Plan and the respective community's Local Mitigation Strategy;
- Demonstrate cost-effectiveness;
- Be technically feasible;
- Benefit the designated disaster area; and

- Meet all applicable State and local codes and standards.

Current Activity

The City is seeking funding to purchase and install a permanent emergency back-up generator at Lift Station #5, a critical facility located at 701 SE 6th Avenue in Deerfield Beach that provides sanitary sewer services . The lift station is vulnerable to power outages during hazards such as storms, wind and flood events. The goal of the project is to provide a source of back-up power to ensure the continuity of operations during the aforementioned hazards to aid in the health, welfare and safety of Deerfield Beach residents. The estimated project cost is \$150,000. If awarded, the grant will cover 75% of the project cost (\$112,500). A local match of 25% (\$37,500) is required.

The proposed project is included in the County's Local Mitigation Strategy plan, which the City adopted in 2018 and aligns with the State's mitigation goals and objectives, in accordance with the Code of Federal Regulations 44 §CFR 201.6. Funding through the program will support the City's commitment to prioritize and implement mitigation activities.

The HMGP application is due on May 24, 2021. The City is currently developing the application to meet all required due dates.

Recommendation

It is recommended that City Commission authorize submission of the application to the Florida Division of Emergency Management for FEMA's Hazard Mitigation Grant Program; authorize expenditure of matching funds in the amount of \$37,500 and execution of the grant agreement, if awarded.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SUBMISSION OF A HAZARD MITIGATION GRANT PROGRAM APPLICATION TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT FOR LIFT STATION 5 EMERGENCY BACK-UP GENERATOR; AUTHORIZING THE EXPENDITURE OF MATCHING FUNDS IN THE AMOUNT OF \$37,500; AUTHORIZING EXECUTION OF A GRANT AGREEMENT, IF AWARDED; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Federal Emergency Management Agency (“FEMA”) Hazard Mitigation Grant Program (“HMGP”) is designed to assist states, local governments, private non-profit organizations and Indian Tribes in implementing long-term hazard mitigation measures following a major disaster declaration; and

WHEREAS, the HMGP program is federally funded by FEMA and administered by the Florida Division of Emergency Management (“FDEM”); and

WHEREAS, the City is seeking funding for the purchase and installation of a permanent emergency back-up generator at Lift Station #5, a critical facility located at 701 SE 6th Avenue in Deerfield Beach that provides sanitary sewer services (the “Project”); and

WHEREAS, Lift Station #5 is vulnerable to power outages during hazards such as storms, wind, and flood events; and

WHEREAS, the City is seeking funding in the amount of \$112,500 from FEMA (the “Grant”) for the Project; and

WHEREAS, the estimated cost for the Project is \$150,000 and the program requires 25% matching funds in the amount of \$37,500; and

WHEREAS, staff recommends the City Commission approve the submission of an application to FDEM for the Grant and authorize execution of a Grant agreement and matching funds, if awarded.

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

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

Section 2. The City Commission hereby approves the submission of an application to FDEM for the Grant in the amount of \$112,500 for the Project. The City Manager is authorized to sign and submit the application.

Section 3. If the Grant is awarded, the City Commission hereby authorizes the appropriate City officials to execute a Grant agreement with FDEM, subject to the terms of the Grant agreement being acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. If the Grant is awarded, the City Commission hereby authorizes the expenditure of matching funds in the amount of \$37,500.

Section 5. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 6. 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. 2021-654

Agenda Date: 5/18/2021

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 Evaluation Committee's ranking of proposals pursuant to Request for Proposals #21-05-PC for Design-Build Construction for the Johnny L. Tigner Community Center; authorizing the City Manager to commence contract negotiations and execute a contract with MBR Construction Inc., the top ranked general contractor firm, in an amount not to exceed \$9,116,547.02; providing for conflicts, severability and an effective date. (Funds from Account #358-8000-572-61-12 - Construction)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$9,116,547.02

Account Name: Construction

Account Number: 358-8000-572-61-12

Background/History

The City is seeking a qualified design-build firm to provide services for the reconstruction of the Johnny L. Tigner Community Center. This project consists of demolition of the existing one-story Tigner Center to accommodate a new two-story building totaling 14,000 sf. The goal is to locate the new community center in the same vicinity of the demolished building, adjacent to the Gymnasium, and incorporate a canopy structure between the two buildings. Additional improvements will consist of improvements to sidewalk, a new drop-off and loading zone, parking lot and access drive improvements.

The Purchasing and Contract Administration Division issued a Request for Qualifications (RFQ) for Design-Build Services for the Johnny L. Tigner Community Center on December 10, 2019. On March 13, 2020, at 1:00 p.m., the due date and time, the Purchasing and Contract Administration Division closed and unsealed six (6) proposals received. Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria stated in the RFQ. Following the ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and allow the top four (4) Proposers to submit proposals for the Step 2 – RFP Process of the project.

On November 10, 2020, the RFP was sent to the four (4) prequalified firms approved by City Commission in Step 1 – RFQ Process via the e-Procurement Marketplace. Only these four (4) prequalified firms were allowed to submit a response.

On March 4, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements. Each Evaluation Committee Member independently reviewed and scored the four (4) proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on March 23, 2021 at 1:30 p.m. EST.

Two (2) Proposers, Di Pompeo Construction Corporation and Gulf Building, LLC provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-142, the evaluation scores for these Proposers were adjusted upward by five percent (5%). Following the initial ranking, a motion was made to conduct Oral Presentations/Interviews with all four (4) ranked Proposers.

Current Activity

On April 26, 2021, Oral Presentations/Interviews were conducted. Following the Oral Presentations/Interviews an Evaluation Committee meeting was held. The Evaluation Committee was provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions. The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting. The results of the final ranking listed MBR Construction, Inc. the top ranked proposer, followed by DiPompeo Construction Corporation, Gulf Building, LLC, and Kaufman Lynn Construction, Inc.

Following the final ranking, the Evaluation Committee was unanimous to recommend the approval of the ranking and negotiate a contract with the first ranked Proposer (MBR Construction, Inc.) to the City Commission.

Recommendation

It is recommended that the City Commission of the City of Deerfield Beach, Florida, approve the Evaluation Committee's ranking of proposals pursuant to Request for Proposals #21-05-PC for Design-Build Construction for Johnny L. Tigner Community Center. And, authorize the City Manager to execute a contract with MBR Construction, Inc., the top ranked general contractor firm, for the guaranteed maximum price of \$9,116,547.02.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE EVALUATION COMMITTEE’S RANKING OF PROPOSALS PURSUANT TO REQUEST FOR PROPOSALS #21-05-PC FOR DESIGN-BUILD CONSTRUCTION FOR THE JOHNNY L. TIGNER COMMUNITY CENTER; AUTHORIZING THE CITY MANAGER TO COMMENCE CONTRACT NEGOTIATIONS AND EXECUTE A CONTRACT WITH MBR CONSTRUCTION INC., THE TOP RANKED GENERAL CONTRACTOR FIRM, IN AN AMOUNT NOT TO EXCEED \$9,116,547.02; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the City is utilizing the design-build construction delivery method for the Johnny L. Tigner Community Center redevelopment project consisting of demolition of the existing one-story Center to accommodate a new two-story 14,000 square foot community center (the “Project”), whereby the City contracts with a single contractor ultimately responsible for the design and construction of a project; and

WHEREAS, the procurement of design-build services is governed by Section 287.055, Fla. Stat. (the “CCNA”), and the City of Deerfield Beach Code of Ordinances Section 38-144; and

WHEREAS, pursuant to Request for Qualifications #2016-17/51 and Section 287.055, Fla. Stat., the City entered into multiple continuing contracts with qualified firms for the provision of professional architectural and engineering consulting services on an as needed basis, including a continuing contract with Bermello Ajamil & Partners, Inc. (“BAP”), dated January 26, 2018 (the “Continuing Contract”); and

WHEREAS, City staff reviewed the qualifications of the City’s pool of continuing contractors and conducted discussions with at least three firms regarding the capital projects to be funded with the bonds for the Project, and after considering their qualifications and the discussions, determined that BAP is the most highly qualified to perform the required design criteria package services for the Project; and

WHEREAS, on May 15, 2018, the City Commission approved a work authorization for the design of the criteria services for the Project, authorizing BAP to prepare a design-criteria package for the Project to be utilized in the scope of work set forth in the solicitation documents for the procurement of the design-build contractor (the “Design Criteria Package”); and

WHEREAS, December 10, 2019, the City recently issued Request for Qualifications #20-06-IG for Design Build Services for the Johnny L. Tigner Community Center (the “RFQ”); and

WHEREAS, based on the criteria set forth in the RFQ documents, the evaluation committee ranked the six firms responsive to the RFQ, with the top four ranked firms in the following order: Kaufman Lynn Construction, Inc. (“Kaufman Lynn”), Di Pompeo Construction Corporation (“Di Pompeo”), Gulf Building, Inc. (“Gulf”) and MBR Construction, Inc. (“MBR”), and unanimously agreed to recommend that the top four firms be qualified and permitted to move on and participate in stage two of the selection process; and

WHEREAS, on June 16, 2020, the City Commission approved the RFQ rankings and authorized the top four ranked firms responsive to the RFQ, Kaufman Lynn, Di Pompeo, Gulf and MBR, (collectively, the “Short-Listed Firms”) to be qualified and permitted to submit proposals during the Request for Proposals phase of the contractor selection process; and

WHEREAS, Request for Proposals #21-05-PC for Design Build Construction for Johnny L. Tigner Community Center (the “RFP”) was issued to the four Short-Listed Firms, utilizing the Design Criteria Package prepared by BAP; and

WHEREAS, on March 4, 2021 at 2:00 p.m. EST, the RFP due date and time, the Purchasing and Contract Administration Division unsealed the four proposals from the four prequalified firms, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the four responsive and responsible proposals in accordance with the weighted criteria stated in the RFP prior to the evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 23, 2021 to score the proposals based on the weighted criteria stated in the RFP and, after evaluation committee discussion, the initial rankings remained unchanged as follows: Gulf Building, LLC (“Gulf”) ranked first, Di Pompeo Construction Company (“Di Pompeo”) ranked second, Kaufman Lynn Construction, Inc. (“Kaufman Lynn”) ranked third, and MBR Construction, Inc. (“MBR”) ranked fourth; and

WHEREAS, following the initial ranking, the evaluation committee voted unanimously to conduct oral interviews with the four ranked firms, and on April 26, 2021, the evaluation committee conducted oral interviews and heard presentations from the four ranked firms; and

WHEREAS, following the oral presentations, the evaluation committee members scored the proposals based on the criteria in the RFP and voted unanimously to make a recommendation to the City Commission to approve the final rankings of the four pre-qualified firms, with MBR as the top ranked firm, Di Pompeo ranked second, Gulf ranked third and Kaufman Lynn ranked fourth (the “Rankings”); and

WHEREAS, the Evaluation Committee recommends that the City Commission approve the Rankings and authorize a contract with the top ranked firm, MBR, for design-build services for the Tigner Center with a maximum guaranteed price of \$9,116,547.02.

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

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

Section 2. The City Commission hereby approves the Evaluation Committee’s Rankings of proposals received in response to the RFP for design-build construction services for the Johnny L. Tigner Community Center.

Section 3. The City Manager is hereby authorized to enter contract negotiations and execute a contract with the top ranked firm, MBR, for design-build construction services for the Center of Active Aging in an amount not to exceed \$9,116,547.02 consistent with the terms of the RFP. If the City Manager is unable to negotiate a satisfactory contract with the top ranked firm, the City Manager is authorized to undertake negotiations with the second ranked firm (Di Pompeo).

Section 4. All resolutions, and parts of resolutions, that conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 6. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Tom Good, Assistant City Manager

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: April 27, 2021

RE: **Design-Build Construction for Johnny L. Tigner Community Center, RFP #21-05-PC**

The Purchasing and Contract Administration Division issued a Request for Proposals for Design-Build Construction for Johnny L. Tigner Community Center, RFP #21-05-PC. This solicitation was issued consistent with the requirements of the Consultant's Competitive Negotiation Act ("CCNA"), Fla. Stat. § 287.055. This was Step 2 – RFP Process of a Two-Step process. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- On November 10, 2020, the RFP was sent to the four (4) prequalified firms approved by City Commission in Step 1 – RFQ Process via the e-Procurement Marketplace. Only these four (4) prequalified firms were prequalified and allowed to submit a response.
- Four (4) Addendums were issued to make additions, deletions and changes to the RFP documents.
- On March 4, 2021 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed four (4) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.
- Subsequently, each member of the Evaluation Committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each Evaluation Committee Member independently reviewed and scored the four (4) proposals in accordance with the weighted criteria stated in the RFP prior to the initial public Evaluation Committee meeting held on March 23, 2021 at 1:30 p.m. EST. The Evaluation Committee consisted of: Priscilla Cygielnik, City Engineer; Stephen Graham, Assistant Director of Planning and Development Services; Steve Collazo, Manager II – Parks & Recreation.

- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Guaranteed Maximum Price (includes Bid Line Items 1 thru 29)	8
Project Specific Team Qualifications Required to Complete the Design and Construction of this Project	5
Design and Construction Approach & Process	2
Technical Capabilities	2
Project Scheduling and Phasing	2
Demonstration of Participation Plan, Completeness and Accuracy (if DBE participation is required)	1

- The proposals were ranked (After Committee Members Independent Review) as follows:

Ranking Chart	Priscilla Cygielnik	Stephen Graham	Steve Collazo	Total	Ranking
Gulf Building, LLC	183.75 / ¹	172.20 / ¹	147 / ²	4	1
Di Pompeo Construction Corporation	171.69 / ⁴	155.94 / ²	154.89 / ¹	7	2
Kaufman Lynn Construction, Inc.	171.76 / ³	154.76 / ³	140.76 / ³	9	3
MBR Construction, Inc.	178.23 / ²	151.23 / ⁴	129.23 / ⁴	10	4

- Two (2) Proposers, Di Pompeo Construction Corporation and Gulf Building, LLC provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-142, the evaluation scores for these Proposers were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking chart.
- After Evaluation Committee Discussion of the Proposals, the scores were not changed.
- Following the initial ranking, Priscilla Cygielnik made a motion to conduct Oral Presentations/Interviews with all four (4) ranked Proposers. This motion was seconded by Stephen Graham. The Evaluation Committee was unanimous in their decision to conduct Oral Presentations/Interviews with all four (4) ranked Proposers.
- On April 26, 2021, Oral Presentations/Interviews were conducted as follows:

PROPOSER	TIME
MBR Construction, Inc.	9:00 AM
Kaufman Lynn Construction, Inc.	10:00 AM
Di Pompeo Construction Corporation	11:00 AM
Gulf Building, LLC	1:30 PM

- On April 26, 2021, following the Oral Presentations/Interviews an Evaluation Committee was held. The Evaluation Committee was provided with their initial Evaluation Sheets (from the initial Evaluation Committee meeting) and the Final Evaluation Sheets (after Oral Presentations/Interviews) which was independently filled-out after their discussions.
- The proposals were evaluated based on the same weighted criteria as the initial Evaluation Committee meeting:
- The results of the final ranking (After Oral Presentations/Interviews) are in the following order:

Ranking Chart	Priscilla Cygielnik	Stephen Graham	Steve Collazo	Total	Ranking
MBR Construction, Inc.	191.23 / ¹	168.23 / ¹	134.23 / ²	4	1
Di Pompeo Construction Corporation	181.14 / ²	155.94 / ⁴	135.99 / ¹	7	2
Gulf Building, LLC	174.30 / ³	161.70 / ²	133.35 / ³	8	3
Kaufman Lynn Construction, Inc.	169.76 / ⁴	158.76 / ³	122.76 / ⁴	11	4

- Two (2) Proposers, Di Pompeo Construction Corporation and Gulf Building, LLC provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents. As required per City Ordinance Section 38-142, the evaluation scores for the Proposers were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking chart.
- Following the final ranking, Priscilla Cygielnik made a motion to recommend the approval of the ranking and negotiate a contract with the first ranked Proposer (MBR Construction, Inc.) to the City Commission. This motion was seconded by Stephen Graham. The Evaluation Committee was unanimous in their recommendation.
- Reference checks were conducted on MBR Construction, Inc. and revealed positive ratings.
- Documentation related to this solicitation may be obtained by e-mailing sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending approval of the ranking and to negotiate a contract with the first ranked Proposer, MBR Construction, Inc.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Scope of Work

c: Priscilla Cygielnik, City Engineer

SECTION VI – SCOPE OF WORK

1. Background

- a. The City of Deerfield Beach is a dynamic coastal community of more than 79,000 residents located in Broward County, Florida, just south of the Palm Beach County line.
- b. The City of Deerfield Beach is seeking responses specifically from the top four (4) ranked firms approved by City Commission to participate in the Request for Proposals in the Step 2 (RFP Process) part of a two-step process as stated in Section II – Evaluation Procedures. The Proposers shall provide design-build services for the design and construction of a new Johnny L. Tigner Community Center based on the design-build criteria package prepared by the City's Design Criteria Professional: Bermello, Ajamil & Partners, Inc.

2. General Project Description

- a. The project shall be a Design-Build project with the City of Deerfield Beach (OWNER) for a new community center. The project will include the complete demolition of the existing one-story Johnny L. Tigner Community Center to make way for a new (2) two-story facility, approximately 14,000 square feet. The project address is 435 SW 2nd Street, Deerfield Beach, FL 33441. The goal is to locate the new community center in the same vicinity of the demolished building, close to the existing Leo Robb Gymnasium and incorporate a canopy or covered structure/system that allows covered access between both facilities. The project shall include limited façade improvements to enhance the aesthetics and connectivity of the gym façade to the new community center. The project will include improvements to the adjacent sidewalk, a new drop-off/pick-up zone, limited parking lot and drive improvements, as outlined in this criteria narrative. The overall project budget is limited to approximately \$10,380,963.00 US dollars.
- b. The 15-acre Westside Park Recreational property is zoned "S Open Space". The entire property is identified under Section I - Design Criteria Narrative Package, Item C. Project Zoning, page 4, Figure 01 (Pink Area). There are no minimum yard requirements for "S Open Space". Since the project site (labeled "SITE" in Figure 02 with a dashed line) is within the overall 15-acre Oveta McKeithen Recreational Complex (OMRC) property, project limit boundaries have been established to limit the scope of landscaping and site improvements. The project limits have been estimated with the assistance of the City of Deerfield Beach Planning and Zoning department. The project is located just south of West Hillsboro Boulevard and bounded by SW Martin Luther King Boulevard to the east, SW Natura Boulevard to the west. The existing Tigner community center lies on the west side of the park, just east of SW Natura Boulevard adjacent to the Leo Robb Gymnasium between the surface parking lot and existing retention field. Part of the project requirement is to provide a covered connection between the new community center and the existing gymnasium. This will allow covered access between both buildings during inclement weather. There shall be a canopy tall enough to accommodate a community bus and emergency vehicles and shall be incorporated into the design of the new dedicated drop-off/pick-up area. This may require the design-build team to explore various layout options to create optimal pedestrian and vehicular flow while remaining cost effective. The creation of a new common plaza between both buildings is desired. The design of these features shall be the responsibility of the design-build team.

- c. Those design-build teams who are selected to move forward to the Request for Proposal (RFP) phase shall receive a Design Criteria Narrative Package (DCNP) that will provide technical, programmatic, operational and general guidelines to enable preparation of appropriate proposals that will ultimately allow selection of a qualified team to design and construct the project.

3. Scope of Work for the Project

- a. The scope of work shall include the project description given above based on the Design Criteria Narrative Package (Refer to Exhibit I – Design Criteria Narrative Package) prepared by the City’s Design Criteria Professional: Bermello, Ajamil & Partners, Inc.
- b. The City has entered into an agreement with Siemens Industry, Inc. (Siemens) as their preferred Building Systems vendor. The Design Criteria Professional has incorporated into this Design Criteria package various system requirements from Siemens.
- c. The Design/Builder shall coordinate the design and construction with Siemens for all Building Control Systems, including but not limited to mechanical equipment and enhanced mechanical efficiencies, mechanical controls, lighting controls, building automation, access control systems, etc., and shall incorporate their requirements into the final built product. Refer to Exhibit I – Design Criteria Narrative Package, Item GG. Interface with Siemens for Siemens’ proposed Scope of Work.

The Siemens point of contact is:

Michael Sammaritano
Siemens Industry, Inc., Building Technologies Division
3021 N. Commerce Parkway
Miramar, FL 33025
954-364-6761
Michael.sammaritano@siemens.com

- d. Proposers must be licensed to perform all nature of services within the category and have extensive experience with the design-build method of construction, as well as have considerable experience developing design and construction projects of similar complexity, size, and scope within South Florida area.

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City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2020-709

Agenda Date: 5/18/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-81 "TREE PRESERVATION" OF THE CITY'S LAND DEVELOPMENT CODE TO ELIMINATE THE BEAUTIFICATION LANDSCAPE TRUST FUND AND PROVIDE FOR ELIGIBLE EXPENDITURES FROM THE TREE PRESERVATION TRUST FUND; AUTHORIZING TRANSFER OF FUNDS FROM THE BEAUTIFICATION LANDSCAPE TRUST FUND TO THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing date for June 1, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On May 7, 2013, the City Commission approved Ordinance No. 2013/015, which eliminated the Beautification Authority. The Beautification Authority's responsibilities were in most part absorbed by the Community Appearance Board. However, the Beautification Authority was responsible for administering the Beautification Landscape Trust Fund (the "Landscape Fund"). The Landscape Fund is still used to pay for the annual tree giveaway and the shady tree program, but does not have any oversight by the Community Appearance Board.

Current Activity

Recently, the City Commission has requested that the Planning & Development Services Department review the current programs related to the annual tree giveaway and the shady tree programs (the "Programs"). Staff has concluded that the rapid increase in these Programs will deplete the current Landscape Fund at a rapid rate. Therefore, staff is proposing that the Landscape Fund be eliminated and that any funds be transferred into the existing Tree Preservation Trust Fund (the "Tree Fund"), which will also be able to be funded by revenues received from tree mitigation, residential tree permits, and donations or grants.

The Tree Fund would be the appropriate fund to utilize current and proposed landscape improvement related programs such as the annual tree giveaway and the shady tree program. The Tree Fund will also still be the primary funding source for roadway beautification improvements.

The current balances of the funds are as follows:

Landscape Fund - \$41,194.05

Tree Fund - \$645,215.96

Recommendation

Staff is requesting the approval of the proposed change to the Land Development Code and authorization for the transfer of any leftover funds in the Landscape Fund to the Tree Fund. Upon approval of this change, staff will provide proposed increases to the annual tree giveaway and shady tree program to the City Commission for adoption.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE IV “SUPPLEMENTARY REGULATIONS,” SECTION 98-81 “TREE PRESERVATION” OF THE CITY’S LAND DEVELOPMENT CODE TO ELIMINATE THE BEAUTIFICATION LANDSCAPE TRUST FUND AND PROVIDE FOR ELIGIBLE EXPENDITURES FROM THE TREE PRESERVATION TRUST FUND; AUTHORIZING TRANSFER OF FUNDS FROM THE BEAUTIFICATION LANDSCAPE TRUST FUND TO THE TREE PRESERVATION TRUST FUND; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Beautification Authority, which was eliminated in 2013, oversaw the Beautification Landscape Trust Fund (the “Landscape Fund”); and

WHEREAS, the Landscape Fund is still used to pay for the annual tree giveaway and the shady tree programs (the “Programs”); and

WHEREAS, staff has concluded that the rapid increase in the Programs will deplete the Landscape Fund at a rapid rate; and

WHEREAS, staff is proposing that the Landscape Fund be eliminated and that any funds be transferred into the existing Tree Preservation Trust Fund (the “Tree Fund”), which will also be able to be funded by revenues received from tree mitigation, residential tree permits, and donations or grants; and

WHEREAS, the City Commission has determined that it is in the best interests of the City to eliminate the Landscape Fund and authorize the transfer of any leftover funds in the Landscape Fund to the Tree Fund.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 98 “Land Development Regulations,” Article IV “Supplementary Regulations,” Section 98-81 “Tree Preservation” of the City’s Land Development Code is hereby amended to read as follows¹:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

ARTICLE IV – SUPPLEMENTARY REGULATIONS

Sec. 98-81 - Tree Preservation

(s) *Penalty.*

- (1) Any person, firm, partnership, corporation, association or other organization, or any combination thereof, who shall violate or fail to comply with any of the provisions of this section, shall, upon conviction by the code enforcement board be fined in an amount not to exceed \$500.00. The removal or abuse of each tree shall constitute a separate offense under this section.
- (2) Any person who violates the provisions of this section shall be deemed guilty of any offense and the conviction thereof shall be grounds for the revocation or suspension of any permit granted for the construction or remodeling of any building or structure on the site so involved.
- (3) Fees and penalties including monies received for settlement of court cases, which are received by the City of Deerfield Beach pursuant to this section, shall be placed in the Tree Preservation Trust Fund.

- (t) ~~*Permit fees and fines*~~ Tree Preservation Trust Fund. Fees and penalties including monies received for settlement of court cases, which are received by the City of Deerfield Beach pursuant to this section, shall be placed in a beautification landscape trust fund. The funds therein may only be used to pay for the expenses attendant to beautification landscaping activities in the City of Deerfield Beach. The city manager or city commission shall administer the expenditure of such funds. Additional revenue received by the City from costs associated with tree mitigation, residential tree permits, and donations or grants may be deposited into the Tree Preservation Trust Fund. The Tree Preservation Trust Fund shall be used for the following expenditures:

- (1) City-wide beautification programs and projects, and tree installation programs created and managed by the City, including but not limited to the arbor day tree giveaway and the shady tree program;
- (2) Highway and street beautification landscape projects, tree inventory projects, and as a matching source for grant funds; or
- (3) Any additional programs or projects approved by a resolution of the City Commission to be funded with funds from the Tree Preservation Trust Fund.

The City Manager shall administer the expenditure of such funds.

Section 3. The City Commission hereby authorizes the transfer of any remaining funds from the Beautification Landscape Trust Fund to the Tree Preservation Trust Fund.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Ordinance.

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

Section 6. 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 7. 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 8. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

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. 2021-656

Agenda Date: 5/18/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/- AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 "TRAFFIC AND VEHICLES," ARTICLE II "STOPPING, STANDING, PARKING" OF THE CITY CODE OF ORDINANCES TO REVISE CERTAIN PARKING REGULATIONS AND THE PARKING CITATION APPEAL PROCESS, AND FOR CONSISTENCY WITH STATE LAW; AMENDING CITY CODE SECTION 50-133 "METERED AND STICKERED PARKING FOR WATERCRAFT AND WATERCRAFT TRAILERS AT PIONEER PARK" TO REVISE THE FINES FOR UNLAWFUL WATERCRAFT TRAILER PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on the Ordinance and set a public hearing for June 1, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Several revisions are being proposed to Chapter 66 "Traffic and Vehicles," Article II "Stopping, Standing, Parking" to revise certain parking regulations, the citation appeal process, fine amounts to support current practices and parking enforcement efforts of the Broward Sheriff's Office, and for consistency with State law.

Current Activity

Below is a summary of the proposed revisions:

- 1) Revise language for parking citation 'administrative review process'.
- 2) Provide for the write-off of parking citations deemed uncollectable.
- 3) Introduce a fine amount of \$250 for oversized vehicles (2+ axles) in certain residential areas.
- 4) Introduce citations for invalid/expired vehicle registrations.
- 5) Introduce 'no watercraft' violation at Sullivan Park.

The revisions aim to increase efficiency and bring the City's Ordinance up to date.

Recommendation

Staff recommends City Commission approval on the proposed changes.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 66 “TRAFFIC AND VEHICLES,” ARTICLE II “STOPPING, STANDING, PARKING” OF THE CITY CODE OF ORDINANCES TO REVISE CERTAIN PARKING REGULATIONS AND THE PARKING CITATION APPEAL PROCESS, AND FOR CONSISTENCY WITH STATE LAW; AMENDING CITY CODE SECTION 50-133 “METERED AND STICKERED PARKING FOR WATERCRAFT AND WATERCRAFT TRAILERS AT PIONEER PARK” TO REVISE THE FINES FOR UNLAWFUL WATERCRAFT TRAILER PARKING; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City has the police power to regulate and control traffic and parking within the City, including the power to enforce such regulations through fines and penalties; and

WHEREAS, the City Commission has determined that it is in the best interests of the of the City to amend Chapter 66 “Traffic and Vehicles,” Article II “Stopping, Standing, Parking” of the City Code and Section 50-133 “Metered and Stickered Parking for Watercraft and Watercraft Trailers at Pioneer Park.”

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 66 “Traffic and Vehicles,” Article II “Stopping, Standing, Parking” of the City Code is hereby amended to read as follows¹:

Chapter 66 – TRAFFIC AND VEHICLES

ARTICLE II. – Stopping, Standing, Parking

Division 2. – PARKING CITATIONS AND PENALTIES

Sec. 66-41. - Parking citations and penalties.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

- (a) *Issuance of parking citations:* Designated parking enforcement officers or Broward County Deputy Sheriffs who discover a vehicle parked in violation of any city parking ordinance shall issue a parking citation to the driver or if the vehicle is unattended, attach such parking citation to the vehicle in a conspicuous place. The person who received the parking citation shall either pay or contest the citation issued within ten calendar days from the date of issuance. Payment may be made in the manner set forth on the citation.
- (b) *Parking citations.* Any person found by a parking enforcement officer or a Broward County Deputy Sheriff to be in violation of this article shall be issued a citation and pay a fine based on the following schedule:

Violations of section 66-57 Disabled parking\$250.00

Violations of section 66-77 Expired pay station parking\$30.00

Violations of section 66-58(a)(70) and (b)(1) and (2) ~~Commercial vehicle parking~~ Parking prohibited in certain areas, vehicles with two axles...\$100; vehicles with more than two axles...\$250.00

Violations of section 66-77 and 50-133 Unlawful parking of watercraft trailers ...\$100.00

All other parking violations\$30.00

- (c) *Late fee penalties:*

- (1) Parking violation fines for which full payment is not received within ten calendar days from the date of issuance will be subject to a \$15.00 late fee penalty in addition to the citation fine for each citation issued.
- (2) Parking violation fines and penalties for which full payment is not received within 30 calendar days from the date of issuance will be subject to an additional \$20.00 late fee penalty, for a total of a \$35.00 penalty in addition to the citation fine for each citation issued.

- ~~(d) *Contesting the citation:* Any person wishing to contest a parking citation may appeal the issuance of the citation as follows:~~

- ~~(1) *For defective parking pay stations:*~~

- ~~a. Any person who receives a parking citation for overtime parking and who believes the parking pay station is defective or malfunctioning may report the alleged parking pay station defect or malfunction to the phone number listed on the citation. The claim of a defective pay station must be made no later than the next business day.~~
- ~~b. If the parking pay station is found to be defective or malfunctioning, the person who received the citation shall be notified of such fact and the citation shall be voided.~~

~~e. If the parking pay station is found to be functioning properly, the violator will be notified that the parking pay station functions properly and that the citation must be paid within ten calendar days of such notice.~~

~~(d)(2) For any other parking violation:~~ Administrative review process. Any person who receives a parking citation and who believes the citation itself is incorrect for any reason ~~(except defective or malfunctioning pay stations as provided for above)~~ may, within ten calendar days of the date of such citation, file a written ~~appeal request~~ with the ~~City's~~ Parking Division for review of the citation. The request shall include the name, address and phone number of the person requesting the review and include all documentation relating to contesting the citation. ~~The person designated by the city~~ City's Parking Division shall review the ~~appeal~~ request for review and at the request of the person who received the citation, meet with the person. If the Parking Division's decision is that the citation was improperly issued, then the citation will be voided and the person shall be so notified by mail to the address on the ~~appeal request~~ for review. If the decision is that the citation was properly issued, then the person shall be so notified by mail to the address on the request for review and advised that the fine must be paid within ten calendar days from ~~of~~ the date of the notice. Failure to pay the fine shall result in the applicable late fees set forth in Section 66-41(c). The decision of the City's Parking Division is appealable to the City's Special Magistrate, subject to applicable administrative costs. Administrative review of the parking citation shall be a condition precedent to filing an appeal with the Special Magistrate.

~~(e) If the fine and any late fees are not timely paid and no appeal request has been received by the city, the matter will be set for court hearing, with proper notice given to the registered owner of the vehicle.~~ Appeals. Any person issued a parking citation under this Code, hereinafter referred to as the "appellant", may file a written appeal with the City's Parking Division pursuant to this subsection. The appeal shall be heard by the City's Special Magistrate, who shall proceed in accordance with the procedures set forth in Chapter 2, Article VI, Division 2 of this Code.

- (1) A written appeal stating the basis of the appeal shall be submitted by the appellant within ten (10) calendar days from the date of the conclusion of the administrative review. Failure to file the appeal within the ten calendar day period shall be deemed a waiver of the right to appeal the citation.
- (2) Upon receipt of the appeal, a hearing date shall be scheduled by the City's Parking Division. The appellant shall be given at least 10 calendar days' notice of the time and place of the hearing.
- (3) At the conclusion of the hearing, the Special Magistrate shall make a final and conclusive determination whether the parking citation was properly issued. The determination shall be reduced to writing and signed by the Special Magistrate and filed in the office of the City Clerk, and a copy shall be mailed to the appellant at the address stated in the request for administrative review.

- (4) If the Special Magistrate rules in favor of the appellant, all fees, fines, and penalties paid by the appellant to the City regarding the specific parking citation(s) shall be returned to the appellant within thirty (30) calendar days of the Special Magistrate's decision.
 - (5) If the Special Magistrate rules against the appellant, all fees, fines, and penalties shall be due and all such costs must be paid in full in accordance with the Magistrates order. If all such fees have been paid prior to the appeal, the City shall retain such fees.
 - (6) If the Special Magistrate upholds the parking citation, the City shall be entitled to recover all costs incurred in defending the case before the Special Magistrate and appellant shall be responsible for the payment of such costs within ten calendar days of the City providing a written invoice for such costs.
- (f) ~~If a person who has received a parking citation an appeal request has been received and the has been found to have been properly issued and the person requesting the review has not timely appealed to the Special Magistrate or paid the fine within the prescribed time frame, the parking citation may be placed in collections, as authorized in subparagraph (i). the matter will be set for court hearing, with proper notice given to the person requesting the appeal at the address set forth on the appeal request and to the registered owner of the vehicle.~~
- (g) The owner of the vehicle is responsible and liable for the payment of any parking ticket violation unless the owner can furnish evidence that the vehicle was at the time of the parking violation in the care, custody or control of another person. In such instances, the owner of the vehicle is required, within ten calendar days after notification of the parking violation, to furnish the city with the name and address of the person or company who leased, rented, or otherwise had the care, custody and control of the vehicle.
- (h) The city shall cause to be supplied to the State of Florida Department of Highway Safety and Motor Vehicles a magnetically encoded computer tape reel or cartridge which is machine readable by the installed computer system at the department listing persons who have three or more outstanding parking violations. The city shall request that the department mark the appropriate registration records of persons so reported and that such persons shall be subject to the provisions of F.S. § 320.03(8).
- (i) *Collection proceedings.* The city manager is hereby authorized to employ the services of a collection agency for the purpose of the collection of parking violation fines which have not been paid or timely appealed pursuant to sections 66-41(d)(2) and which remain unpaid as set forth above. All parking citations placed with a collection agency are subject to collection agency fees.

Sec. 66-45. – Write-off of citations due to death, bankruptcy, etc.

The Parking Division may present an itemized list of citations to the City's Finance Director, and with written approval of the City's Finance Director, be authorized to write-off all citations that are over four years old from the date of issuance that have been determined to be uncollectable for one of the following reasons:

- (1) The citation was returned as undeliverable mail with no forwarding address;
- (2) The person named in the citation has died;
- (3) The person named in the citation has filed for bankruptcy;
- (4) Unable to locate the owner in whose name the license tag or vehicle identification number on the vehicle is registered having undertaken reasonable efforts to locate said owner, including contacting the Florida Division of Motor Vehicles when appropriate; or
- (5) The citation was referred to a collection agency and the collection effort is exhausted and no longer justified.

DIVISION 3 – REGULATIONS, GENERALLY.

Sec. 66-58. – Parking prohibited on certain streets and commercial vehicle parking restrictions.

- (a) Except in compliance with law or the directions of a police officer, no person shall stop, stand or park a vehicle upon certain areas of the following streets of the city:

(70) On any streets where an authorized no parking zone sign is erected. The City Manager shall be authorized to direct the installation of a no parking zone sign.

Sec. 66-63. – Additional parking regulations.

- (1) Except as otherwise provided in this Article, any person stopping or parking a vehicle upon a two-way roadway where parking is permitted shall stop or park the vehicle with the right-hand wheels parallel to and within 12 inches of the right-hand curb or edge of the roadway.

- (2) Any person who stops or parks a vehicle upon a one-way roadway where parking is permitted shall stop or park the vehicle parallel to the curb or edge of the roadway, in the direction of authorized traffic movement, with its right-hand wheels within 12 inches of the right-hand curb or edge of the roadway, or its left wheels within 12 inches of the left-hand curb or edge of the roadway.
- (3) No person shall park a vehicle that does not have a current valid registration upon any City street, public right-of-way, or public parking lot. A parking citation may be issued for each day a person is in violation of this subsection, and any such vehicle that does not display a current tag may be towed from the right-of-way if not removed after five days from the issuance of the initial parking violation, or such shorter time as permitted by applicable law. Vehicles displaying a registration not assigned or lawfully transferred to that vehicle or displayed or offered for sale with no valid registration in violation of Section 316.1951, Florida Statutes, may be cited and immediately removed as provided in Section 316.1951, Florida Statutes.
- (4) Every vehicle, at all times while driven, stopped, or parked upon any highways, roads, or streets shall:
- a. Be licensed in the name of the owner thereof in accordance with Florida Statutes unless such vehicle is not required by Florida Statutes to be licensed in Florida; and
 - b. Display the license plate assigned to it by the State on the rear of the vehicle.

DIVISION 4 – PARKING AREAS.

Sec. 66-76. – Parking prohibited on certain streets and commercial vehicle parking restrictions.

(5) Parking Area D:

- a. Spaces along N.E. 21st Avenue and S.E. 21st Avenue between N.E. Second Street and S.E. First Street.
- b. Parking lot on the north side of S.E. First Street between S.R. A1A and S.E. 21st Avenue (2049 S.E. First Street including the parking lot behind the Fire Station 75 located at 71 S.E. 21st Avenue).
- c. North side of East Hillsboro Boulevard between S.R. A1A and N.E. 21st Avenue.

d. Parking lot on the South side of East Hillsboro Boulevard between S.R. A1A and N.E. 21st Avenue.

de. East side of N.E. 20th Terrace on public right-of-way.

ef. West side of N.E. 20th Terrace on public right-of-way.

fg. North side of N.E. 1st Street on public right-of-way.

gh. East side of N.E. 20th Avenue on public right-of-way.

hi. West side of N.E. 20th Avenue on public right-of-way.

(6) *Pier Parking Lot:* Within the parking lot located at the northeast corner of Ocean Way and N.E. 1st Street, immediately west of the Deerfield Beach International Fishing Pier.

(7) *Pavilion Parking Lot:* Within the parking lot located at 312 N.E. 21st Avenue.

(8) *Sullivan Park Parking Lot:* Within the designated parking lot located at Sullivan Park.

Sec. 66-77. - Pay station parking and sticker parking.

No person shall park or permit to park a motor vehicle in the parking areas described in section 66-76 except in compliance with the following requirements:

(5) Any motor vehicle may park for free for a maximum of four hours in the Sullivan Park parking areas, provided that ~~the~~ motor vehicle license plate number must be entered into the parking pay station to begin the ~~free four-hour~~ complimentary parking session. ~~time frame~~. Additional time cannot be added either manually by entering the motor vehicle license plate number at the parking pay station or through the use of a mobile app ~~cell phone~~ at any time during or at the end of the four-hour complimentary parking session ~~time frame~~. The motor vehicle must leave the Sullivan Park parking lot for at least a one-hour ~~minimum period of time~~ before the same motor vehicle may manually enter the motor vehicle license plate number at a parking pay station to authorize a subsequent four-hour complimentary parking session ~~free hours of parking~~ on the same day. If a motor vehicle remains parked beyond ~~either~~ the initial or any subsequent four-hour time limit, such motor vehicle shall be considered as parking overtime and shall be issued a parking citation for overtime parking. No person shall park watercraft or watercraft trailers in the Sullivan Park parking lot.

(6) Anyone docking a boat at a boat slip at the Sullivan Park dock must pay a fee at the rate set by the City Commission by resolution of \$5.00 per hour (four-hour maximum).

- (7) Anyone parking motor vehicles and watercraft trailers in the designated boat trailer parking areas of the Pioneer Park parking lot must pay a fee at the rate set by the City Commission by resolution. ~~of \$1.00 per hour.~~

(10) Disabled parking:

- a. Except as otherwise provided in this Code, when an on-street parking meter restricts the duration of time that a vehicle may be parked, any a vehicle properly which displays a disabled parking permit may park for free for a maximum of four hours ~~in any space on a public street if the motor vehicle is transporting the person who has a disability and to whom the disabled parking permit or license plate was issued.~~ The vehicle license plate number of a vehicle displaying a disabled vehicle parking permit must be entered into the parking pay station to begin the free four-hour time frame. Any person whose vehicle is parked for longer than four hours shall deposit the appropriate amount for any length of time greater than the original four-hour period of time. Any person who fails to make such appropriate payment shall be issued a parking citation for overtime parking. Any person who fails to enter the vehicle license plate into the parking pay station shall be issued a parking citation for violation of this section.

Section 3. Section 50-133 “Metered and stickered parking for watercraft and watercraft trailers at Pioneer Park” of Chapter 50 “Parks and Recreation,” Article VI “Fees and Charges” of the City Code is hereby amended to read as follows:

Chapter 50 – Parks and Recreation

ARTICLE VI. – Fees and Charges

Sec. 50-133. – Metered and stickered parking for watercraft and watercraft trailers at Pioneer Park.

- (d) Any ~~party~~ person parking in violation of this section shall be subject to a fine of ~~up to \$100.00~~ 250.00. Each day a violation continues shall be a separate offense punishable by a fine of ~~up to \$100.00~~ 250.00.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK