



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
June 1, 2021
7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Minutes

Attachment: May 4, 2021

City Commission Workshop Meeting Minutes

Attachment: April 22, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Appearance Board Meeting Minutes

Attachment: April 28, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: April 19, 2021

Code Compliance Meeting Minutes

Attachment: February 24, 2021 , March 24, 2021

APPROVAL OF THE AGENDA

June 1, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/89182054950?pwd=VVV4YXNjRXBjd1hCV3NsZmR5ekxMZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (929) 205-6099

Meeting ID: 891 8205 4950#

Participant ID: #

Passcode: 939907#

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 Moms Demand Action for Gun Sense in America & Every Town for Gun Safety in recognition of National Gun Violence Awareness Day.

Sponsor: Commissioner Michael Hudak
Commissioner Bernie Parness

2. **Proclamation presented to Robert Boo, CEO The Pride Center at Equality Park, recognizing June 2021 as LGBTQ Pride Month.**

Sponsor: Mayor Bill Ganz

3. **FY2019 Comprehensive Annual Financial Report Award.**

Sponsor: Department of Financial Services

Attachment: FY19 Comprehensive Annual Financial Report Award

4. **FY2020 Comprehensive Annual Financial Report Presentation.**

Sponsor: Department of Financial Services

ADDENDUM

5. **Proclamation presented to the Alzheimer's Association, Southeast Chapter in recognition of Alzheimer's and Brain Awareness Month.**

Suggested Action:

Voting Requirement:

Sponsor: Commissioner Michael Hudak

Attachment: None

QUASI-JUDICIAL PUBLIC HEARINGS

6. P.H. 2021-072: APPLICATION 88-RS7-3 REV. 1 (Project Name: Deerfield Church of Christ)

Applicant: Deerfield Church of Christ, Inc. represented by Hendrik S. Demello of Demello Architecture, Inc.

Proposal: Major site plan modification application seeking approval to construct a 1,673 square foot family hall addition to the existing church.

Location: The property is generally described as several parcels of land in CARVER HEIGHTS 25-41 B LOTS 8,10,11 & 12 BLK 7, more particularly described in the file, more particularly described in the file, and located at 360 SW 2nd Avenue.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Planning & Development Services

Attachment: Deerfield Church of Christ

PUBLIC HEARING

7. P.H. 2021-076: Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fiscal Year 2021/2022 Community Development Block Grant ("CDBG") Annual Action Plan; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Legislative and Community Affairs

Attachment: FY21-22 CDBG Annual Action Plan

PUBLIC HEARINGS – SECOND READING

8. **P.H. 2021-077: 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

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

Sponsor: Department of Planning & Development Services

Attachment: Tree Preservation Trust Fund

9. **P.H. 2021-078: 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

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

Sponsor: Department of Financial Services

Attachment: Watercraft Parking

PUBLIC COMMENT

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

CONSENT - BOARD APPOINTMENT

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Najaim Musto as a member of the Non-Uniform Employees Retirement Plan Committee; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Clerk

Attachment: Non-Uniform Retirement Pension Committee

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a State Highway Lighting, Maintenance, and Compensation Agreement with the Florida Department of Transportation for the City's maintenance of lighting located on the State Highway system within the City for a seven-year term; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Environmental Services

Attachment: Highway Maintenance Agreement

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Contract #JB8311E-06-2021 with the Areawide Council on Aging of Broward County, Inc. for the UNIPER Pilot Program in the amount of \$7,115.12; authorizing execution of the Contract; providing an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Active Aging

Attachment: UNIPER Pilot Program

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving Electrical Vehicle Charging Equipment Agreements with Florida Power and Light ("FPL") for the FPL EVolution Pilot Program to install electric vehicle charging and related equipment at the Cove parking lot and the main beach parking lot; authorizing the City Manager to execute the Agreements; providing for implementation and an effective date. (*Funds from Account #001-4553-539-33-01 - Electricity*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: FPL EVolution Agreement

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the purchase of a compressed natural gas automated side load collection truck from Scranton Manufacturing Company, Inc. d/b/a New Way Trucks in the amount of \$299,997.00, utilizing Sourcewell Cooperative Contract #091219-NWY; providing for execution and an effective date. (*Funds from Account #450-4551-534-60-41 - Automotive Equipment*)**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: New Way Trucks

- 15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Invitation to Bid #21-30-JW for compressed natural gas; authorizing execution of an Agreement with Interconn Resources, LLC, the lowest priced responsive and responsible bidder, for a one year term; providing for severability and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Sustainable Management

Attachment: Interconn Resources, LLC

ADDENDUM

- 16. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Limited Use License Agreement with the State of Florida, Department of Health, Broward County Health Department for COVID-19 vaccination events; ratifying execution of the Limited Use License Agreement with the Department of Health; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Department of Active Aging

Attachment: Limited Use License Agreement

DEPARTMENTAL BUSINESS

- 17. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2020/2021 schedule of City Commission meetings; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

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

Sponsor: Office of the City Manager

Attachment: FY20/21 Meeting Schedule

- 18. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE III "OFFICIALS, OFFICERS AND EMPLOYEES," DIVISION 2 "TRAVEL EXPENDITURES POLICY" TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for June 15, 2021

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

Sponsor: Office of the City Manager

Attachment: Travel Policy

19. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for June 15, 2021

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

Sponsor: Department of Financial Services

Attachment: American Rescue Plan

20. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE VI "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-357 "CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY" OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 "WATER CONSERVATION," SECTION 70-163 "YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES" TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing for June 15, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Code Enforcement Process

21. 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 98-103 "REASONABLE ACCOMMODATION PROCEDURES" OF THE CITY LAND DEVELOPMENT CODE TO UPDATE THE REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance and set public hearing on June 15, 2021

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

Sponsor: Department of Planning & Development Services

Attachment: Reasonable Accommodation Procedures

COMMENTS BY ADMINISTRATION & LEGAL

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, June 15, 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, May 4, 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
Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston - via Zoom
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 announced that Doug Kennedy, former Woodlands HOA President, passed away over the weekend. He asked that everyone keep him in their thoughts and prayers. Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - April 6, 2021

MOTION was made by Commissioner Drosky, 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

African American Heritage Board Meeting Minutes - December 8, 2020, December 22, 2020, January 12, 2021, February 11, 2021, March 17, 2021

Community Redevelopment Agency Meeting Minutes - March 10, 2021

Community Appearance Board Meeting Minutes - March 24, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES - CONTINUED

Code Compliance Meeting Minutes - February 9, 2021 & March 9, 2021

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

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

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

May 4, 2021

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

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

Nays: 0

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

Mayor Ganz presented a certificate of recognition to Mr. Behan who donated trees for the development of the Arboretum in 1998. He was a self-taught landscaper and spent more than a third of his life as a volunteer for the Arboretum. His role as the President of the Deerfield Beach Arboretum allowed him to cultivate and grow the volunteer program. His contributions and vision led to the collaborative project the Rain Forest, which took over 5 years to complete. Visitors come from all over the United States and beyond to view the ever-changing magnificent Arboretum. Mr. Behan's work as a volunteer has touched many lives and helped create the Arboretum as we know it today. After 23 years, he is stepping down from the President role, but will remain an active board member and volunteer.

Mr. Behan thanked everyone for the recognition and could not have accomplished anything in the Arboretum without the City's participation. He said the Arboretum is a labor of love and welcomed everyone to go out and enjoy it.

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

Mayor Ganz said on April 22, 2021, Earth Day, City Manager David Santucci noticed a group of pedestrians walking along Hillsboro Blvd. with trash bags cleaning up the swales on the side of the road. He inquired to find out that this was a group of employees from the World Headquarters of the Learning Experience located at 210 Hillsboro Technology Drive. This group set out to conduct a community cleanup from their Headquarters all the way to the Beach to celebrate Earth Day and to provide this community with a great service. Mayor Ganz thanked them for their great example of community service with this certificate that recognizes their great work.

Brad Wahl, Senior Vice President of Brand, said the team had a great time volunteering in the community on Earth Day. They were especially moved by all the local residents that blew their horns in support as well as those who pulled over to personally thank them. They are already planning their next community activity as their brand mission is to have a positive impact on their students and the community.

AWARDS & RECOGNITION - CONTINUED

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

Mayor Ganz presented a proclamation for Public Service Week, which has been celebrated during the first full week in May, since 1985. Public Service Recognition Week (PSRW) is a time set aside to honor the men and women who serve our nation as federal, state, county and local government employees. The goal of Public Service Recognition Week is for public employees to educate citizens about the work they do and why they have chosen public service careers. At the heart of Public Service Recognition Week is the opportunity to invigorate government workers by offering them the thanks they richly deserve but seldom receive. In closing, Mayor Ganz recognized the week of May 2 – May 8, 2021 as PSRW.

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

Mayor Ganz presented a proclamation in recognition of Municipal Clerk's Week. The Office of the Municipal Clerk is a time honored and vital part of local government that exists throughout the world. The Office of the Municipal Clerk is the oldest among public servants and provides the professional link between the citizens, the local governing bodies and agencies of government at other levels. Municipal clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all. The municipal clerk serves as the information center on functions of local government and community. Municipal clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations. In closing, Mayor Ganz recognized the week of May 2 – 8, 2021 as Municipal Clerk's Week.

QUASI-JUDICIAL PUBLIC HEARINGS

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

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

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

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

Fred Stacer, 2501 SE 9th Street, Pompano Beach, said he is the general contractor for the applicant; he also introduced Gus Carbonell, architect, and John Porter, owner. Mr. Stacer said Mr. Porter is a business owner and resident in Deerfield Beach. Thereafter, he advised that he waives the quasi-judicial procedure. Mr. Stacer provided a brief background of the work Mr. Porter has done both in and outside of Deerfield Beach. Mr. Stacer explained the process for the application; whereby, concrete was chosen over asphalt as it is safer. He also commented on the reduction of dust and debris, the use of a conveyor system that is typically used in a recycling process which reduces the amount of materials going to the landfill and moves materials in and out quicker. Their process also improves the screening of the facility. From the right of way, there will be improved landscaping and screening with 8-foot walls. The building itself is more enclosed and does not allow people to look inside.

Gus Carbonell, 1457 NE 4th Avenue, Fort Lauderdale, said the project has increased in size, but improves the traffic flow as some streets are dead ends and the trucks come in one way and go out onto the street. There is one existing right-of-way and that should improve flow. Mr. Carbonell said the new industrial building towards the far end of the right-of-way is improved. Additionally, there is an area where material is being dumped onto a large conveyor belt; however, there is one main existing building that will store materials after separation. Furthermore, there is not a scale on site, but two (2) will be added; one for inbound and the other for outbound to determine the exact amount of waste material disposed.

QUASI-JUDICIAL PUBLIC HEARINGS

Continuing, Mr. Carbonell explained that most clients are long-term and are aware of the weight of the trucks. There will also be an area for smaller pickup trucks and though they take a longer time, they will not disrupt the flow of recycling. Further, the walls will be 8-foot precast along the right-of-way. There is a large swale between the sidewalk and street without street trees and a long two-story office building along the front, which should also screen some of the activities.

Commissioner Parness asked how many new employees will the project generate.

Mr. Carbonell replied between 10 to 15 employees; there are currently 30 employees.

Commissioner Hudak asked what type materials will be recycled and whether a conceptual picture of the buildings is available.

Mr. Carbonell provided a brief PowerPoint outlining the project which included an aerial view showing the site location, the proposed site plan; whereas, the large circle is a cul-de-sac to slow the traffic. On the lower left of the diagram is the area designated for smaller pickup trucks. Mr. Carbonell explained the process for when a driver knows the truck's weight, but if not, they have to go to the other scale. Additionally, staff is present directing traffic to ensure they are going the right way. Material is recycled within the building and on the perimeter, there will be bins for the separated material. The traffic flow and office buildings were shown; the first floor will not be very visible due to the wall. The roof will be metal and the second floor will be truncated exposed masonry that will simplify maintenance. A view of the potential site was shown, along with trees along the right-of-way. Behind the recycling facility, blue roof, there is an existing facility. Thereafter, Mr. Carbonell provided elevations of the facility.

Commissioner Hudak asked where the employees would park.

Mr. Carbonell said most employees do not drive or they carpool. Notwithstanding, parking would be along the southern portion.

Mr. Stacer said there is another yard for employee parking as well.

Commissioner Drosky asked about the areas of recommendation submitted by staff and asked if the applicant agreed to the conditions.

Mr. Stacer replied yes, they have been reviewed and agree with the recommendations.

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

Commissioner Drosky said his district has seen an increase of projects and since they meet all the conditions, especially suppression of dust, he is in support.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to approve Item 5, adopted Resolution 2021/063. Roll Call:

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

Nays: 0

PUBLIC COMMENT

Sylvia Poitier, 233 SE 1st Terrace, Deerfield Beach, said the *New Pelican* provided an article regarding the Dixie Highway corridor. She commented on the history regarding development of Dixie Highway and offered to serve as a volunteer. Ms. Poitier said a community organization was done in the 1950s; however, she is volunteering as an individual because it is necessary to have everyone on the same page. Ms. Poitier said she wanted to let everyone know that she wants to organize and take care of Dixie Highway. She said

PUBLIC COMMENT - CONTINUED

if the Commission is in support, she would like a formal letter expressing such.

Eddie Mae Dorsey, 613 NW 3rd Way, Deerfield Beach, said her neighborhood has had problems with sinkholes and drainage for about two (2) years and although she has been calling, nothing has been resolved. She asked when the problem will be completely repaired.

Naomi Gayle, 643 NW 3rd Way, Deerfield Beach, commented on sinkholes as well. She said she does not believe anything is being done and the sinkholes are appearing around the neighborhood and along the corridor between Hillsboro Boulevard and the Hillsboro Canal, where the golf course once was. There is a water drain within the vicinity that has not been maintained and now sinkholes are appearing in residents' backyards because when the trees were removed, she believes they had intruded on the pipes and were not repaired. Ms. Gayle said a company came out and used cameras to look inside the pipes, but nothing was done and that was before sinkholes started. In closing, Ms. Gayle asked that the issue be addressed with the City's commitment.

Richard Rosenzweig, 97 Farnham E, Deerfield Beach, said the month of May is National American Jewish Heritage Month. He commented on how the Jewish have been involved in many wars and other fights they have endured. He also spoke on the Country uniting as one. Mr. Rosenzweig said the Jewish War Veterans have been fighting for freedom since the founding of the Country; thereafter, he provided a history of financial contributions made to the Country.

David Santucci, City Manager, advised that a contractor is in the process of cleaning the drain lines; once that is done, deficiencies will be identified and addressed then.

Mayor Ganz asked Ms. Gayle to continue with her comments.

Ms. Gayle said this has been an ongoing process for the last two (2) years and wants the problem to be fixed, which requires more than just cleaning the drains.

Mayor Ganz said regarding Dixie Highway corridor, he does not believe there is an official board, but would love Ms. Poitier to work with him as a community liaison to gather an understanding of what the community wants.

BOARD APPOINTMENTS

Mayor Ganz opened the public hearing for Items 6 - 11; 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 6 - 11 in concert. Voice Vote:

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

Nays: 0

- 6. Resolution 2021/064 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Harry Belton and Jack Hugentugler II as regular members to the Community Appearance Board; and providing for an effective date.**
- 7. Resolution 2021/065 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Joseph Mendes and Karen Shelly as regular members to the Deerfield Beach Education Advisory Board; and providing for an effective date.**

BOARD APPOINTMENTS - CONTINUED

8. Resolution 2021/066 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Clem "Butch" Santy and Sally Ling to the Historic Preservation Board; and providing for an effective date.
9. Resolution 2021/067 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Katherine Hendrickson and Melvin Nass as regular members and Chauncey Chapman as an alternate member to the Deerfield Beach Marine Advisory Board; and providing for an effective date.
10. Resolution 2021/068 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Ashley Santy as a member of the Public Art Program Committee; and providing for an effective date.
11. Resolution 2021/069 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming the Election results for members to the Board of Trustees of the Municipal Firefighter's Pension Trust Fund; providing an effective date.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

12. Resolution 2021/070 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until June 17, 2021; authorizing the City Manager to take appropriate actions; providing an effective date.

The Resolution was read by title only.

Commissioner Parness said since the Governor has removed all the restrictions related to COVID, is it necessary to retain the emergency status.

Anthony Soroka, City Attorney, said the Governor extended the state of emergency last week for Florida and the orders issued last night do not end that state of emergency; the extension is through June 27, 2021. Therefore, he recommended extending the local state of emergency for FEMA reimbursement purposes and other emergency related purposes.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 12, adopted Resolution 2021/070. Voice Vote:

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

Nays: 0

13. Resolution 2021/071 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a piggyback agreement with Government Services Group, Inc. for American Rescue Plan Act Assistance Services utilizing the State of Florida, Department of Management Services State Term Contract #80101500-20-1 in an amount not to exceed \$49,000 for Phase 1 of the services; providing for execution and an effective date. (*Funds from Account #001-0600-513-32-99 - Other Contractual Services & Account #001-0000-369-90-00 - Other Miscellaneous Revenue*)

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

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

There was no discussion amongst the Commission.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 13, adopted Resolution 2021/071. Roll Call:

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

Nays: 0

DEPARTMENTAL BUSINESS

14. Resolution 2021/072 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the design for an Arboretum Wall Mural; providing for conflicts and an effective date.

The Resolution was read by title only.

Adele Trizzino, Parks & Recreation Manager II, provided a brief PowerPoint presentation displaying the wall mural. She advised that she is working with the Deerfield Beach Friends of the Arboretum who are proposing that Gabriela Gamperl paint a mural on the west wall facing Hillsboro Boulevard on the back side of the Arboretum. The design will be paint by numbers and filled in by the afterschool and camp kids. Upon completion, thorny plants will be installed to prevent graffiti and the full cost will be covered by the Friends of the Arboretum without any cost to the City. A photo rendering of the wall was displayed as well as an aerial of the location.

Commissioner Drosky said previously, the Commission discussed the inability of seeing the word arboretum on the wall which has since been changed. He asked if there are any other substantive changes.

Ms. Trizzino replied that was the only change and the purpose was the art installation at the rear of the Arboretum; whereby, the green lot is called the Florida Greenfield which will be developed as part of the Arboretum and not a parking lot.

Mayor Ganz opened the public hearing.

Jerry Behan, 7360 NW 51st Terrace, Coconut Creek, said they first thought about doing this as Art in the Public, but wanted kids to participate. This project will incorporate the children's names and once they are done painting, the artist will touch it up and paint an anti-graffiti transparent layer over the wall so if there are any issues, it can be washed off. He said this will make the children feel like they are participating in the Arboretum and will remember when they did it.

Mayor Ganz closed the public hearing.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 14, adopted Resolution 2021/072. Voice Vote:

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

Nays: 0

DEPARTMENTAL BUSINESS - CONTINUED**15. Resolution 2021/073 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the amended Building Permit Fee Schedule attached as Exhibit "A"; providing for an effective date.**

The Resolution was read by title only.

Eric Power, Director of Planning & Development Services, provided a brief PowerPoint regarding the fee schedule. He advised that the building fee schedule was last amended in early 2018 due to its complexity, which consisted of various disciplines and formulas. Thereafter, he outlined the changes: zoning fee for a sign review of \$35 which is not currently in the building fee schedule; adding a scanning fee for electronic plan review allowing the applicant to upload their documents for review. Furthermore, he advised that any paper applications will be scanned and will carry a nominal fee. The last change adds a new category for single family residential high velocity installation for windows and doors. This change incentivizes single family homeowners who wish to improve their home for wind mitigation and will be charged the lowest available percentage of 1.5% or a minimum of \$75.

There was no discussion amongst the City Commission.

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

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 15 adopted Resolution 2021/073. Roll Call:

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

Nays: 0

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

The Ordinance was read by title only.

David Santucci, City Manager, thanked the Purchasing Manager and City Attorney for their work on the proposed ordinance as it has taken approximately one (1) year to complete.

Ivelsa Guzman, Purchasing Manager, provided a presentation regarding changes to the procurement code. Ms. Guzman also thanked City Attorney Soroka for his assistance with this project.

Agenda - Ms. Guzman said the presentation will cover the purpose of the update, a summary of some of the revisions of the code and lastly, recommendations.

Purpose - Ms. Guzman said the procurement code is being revised in an effort to better define the requirements, reorganize the structure, abide by changes in state laws, implement best practices based on feedback received from auditors, and finally, enhance organization and readability in an effort to increase efficiencies.

DEPARTMENTAL BUSINESS - CONTINUED

Summary of Revisions - Ms. Guzman outlined various changes in the code, starting from Section 38-115 – 38-119 and Section 38-124. Some of the key changes outlined were specific to Section 38-116 (2) which allows the departments to initiate acquisitions between \$10,000 to less than \$20,000 to make a purchase that is not included in the budget, but must use a bonded contract. Additionally, Section 38-116 (3)b-xii references job order contracting which is a firm fixed price, multi-year, multi-party collaborative construction contract that has been formally competitively advertised. These contracts are mainly used for small construction, minor renovation and repairs. This type of acquisition will require a budgeted line item. Continuing, Ms. Guzman advised that thresholds beyond \$30,000 will require a contract term as well as commission approval for multiple acquisitions from the same person/entity such as a partnership or corporation for a total of \$30,000 per fiscal year. Lastly, Section 38-124 pertains to the addition of debarment/suspension procedures for city contracts, with the purchasing agent making a recommendation to the City Manager and appeals of the City Manager's decision going to the City Commission.

Continuing, Ms. Guzman outlined changes to sections 38-130(11), 38-134(2), 38-142 and 38-143. Respectively, the procurement code will be amended as follows: requirement that city use best efforts to include small, minority and women owned businesses, city required to obtain at least one quote from small disadvantaged business enterprises for acquisitions less than \$10,000; formal codification of the threshold for requiring bonds for construction projects; contractor verification of employment through E-Verify in accordance with Section 448.095, Florida Statutes; and the addition of the section regarding the procurement of services for beach nourishment for consistency with the city's settlement agreement with the Town of Hillsboro Beach.

Recommendation - Ms. Guzman said staff seeks approval of the proposed procurement code update.

Mayor Ganz applauded the changes; thereafter, he opened the public hearing.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, asked for clarification on the removal of Article IV and Article V.

Ms. Guzman replied that they are not being removed, but combined under a new title.

Mr. Soroka said the revisions have not been lost, but will no longer be in two (2) separate articles and are in one chapter along with the other provisions. He also replied that city owned land is treated differently as there are procedures to follow.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if she can receive a list of city-owned properties once the proposed ordinance is adopted.

Mayor Ganz replied that the list is available as a public records request, but is not part of the Code.

Mr. Santucci advised that the request would be subject to the property disposition ordinance previously adopted; nevertheless, a surplus of city-owned property can be provided to her.

Mayor Ganz closed the public hearing.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 16 on first reading. Voice Vote:

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

Nays: 0

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

The Ordinance was read by title only.

Dennis Mele, 200 E. Broward Boulevard, Fort Lauderdale, provided a presentation on behalf of the applicant.

Location - Mr. Mele provided an aerial view displaying the boundaries of the FAU Research Park and varying businesses in the area. The project is bounded by 11th Way, 10th Street and the I-95 ramp; the property was referred to as the additional property in the lease extension. On slide 3, Mr. Mele advised that the area outlined in red is private property which is to be developed. The area outside the boundary is the public right-of-way.

Concept Site Plan 4 - Mr. Mele advised that this is the conceptual site plan. The property has been platted by the City and Broward County and is recorded. The driveway locations are consistent with the driveway locations on the recorded plat. The parking structure is outlined in gray, white is surface parking and the orange depicts the building footprint. Furthermore, the ground floor is flex space, an open floor plan to allow accommodations of tenants; the office tower is above the ground floor.

Concept Site Plan 5 - Mr. Mele commented on the rendering which displayed the footprint of the proposed building. The plan is to have more parking than required by Code to assure there is not a shortage.

West View from Off Ramp - Mr. Mele said with the lease extension and assignment, the DRP Finance Group has a deadline to obtain a building permit to start a building and be finished later this month, which they will not comply. Therefore, the applicant has requested acquisition of their sublease interest in the property; whereby, his client is asking the City for an extension of time. The extension is only if the new subtenant, is the People's Trust entity that would take the lease, GS Deerfield LLC; George Schaeffer is the head of People's Trust. People's Trust will be taking the financial responsibility of building the building and carrying the mortgage and will seek tenants. He advised that People's Trust will occupy about 25% of the building for the RRT use and the other 75% will be available for other businesses that qualify under the FAU Research Park statute as being collaborative with education.

Continuing, he advised that this view shows the view of the building from the I-95 ramp looking toward the east. The main part of the building to the left has offices above the flex space on the ground floor and off to the right is the parking garage.

Northwest View - Mr. Mele said this is the view from the corner of I-95 ramp and 10th Street. The parking garage is off to the right and the one-story flex area is to the left.

Northeast View - Mr. Mele said this is the view from the corner of 11th Way and 10th Street; with the one-story flex space on the floor and the office tower to the right.

Final Slide - Mr. Mele said when the sixth amendment to the lease was on the agenda, the City was concerned that the project had went on so long without any progress. The schedule shows the steps taken thus far on their own accord. He advised that they have started working on the building, at their own risk, and if approved on first and second reading, they will start immediately on a very aggressive schedule to have the building permit by March 2021. The extension also provides for a maximum of up to 18 months to finish construction.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Mr. Mele said although there has been some frustration with the property, his client would be the subtenant and take the place of DRP who has been the tenant for many years. Also, since the building construction and permanent financing will be financed, they will seek tenants to bring to FARDA. Every tenant will have to be approved by the FARDA Authority and their board. Additionally, the extension has been approved by the FARDA board. If the lease is not extended, it will expire later this month; if that happens, the property can be used in different ways, City may use for municipal purposes or develop it. If the latter is chosen, a referendum would be required as it would be a new use and the earliest possible date may be November 2022. Mr. Mele reiterated the steps they are ready to take and outlined how the People's Trust has been a good neighbor. Furthermore, he said a similar scenario just occurred in Bradenton, wherein, the RRT Group of People's Trust occupied a small percentage of the building for themselves and leased out the remainder to other businesses which they are confident can be done in Deerfield Beach.

Mr. Mele advised that improvements will be made to 11th Way as well as the property, to make sure traffic flows well. They are also interested in having two (2) sets of internships associated with the project; one at this building focused on construction trades and one at the People's Trust headquarters building focused on the legal department for People's Trust. In addition to the seventh extension to the lease, there is also a side letter that provides the payment of a lease extension fee of \$200,000 to the City into the General Fund to be used as desired. Mr. Mele advised that \$100,000 will be paid five (5) days after execution of the seventh amendment and the remaining portion paid upon issuance of the building permit. It is believed that the project will create over 200 jobs based on various square footages and business types. The RRT Group will take about 20% of the building.

Additionally, Mr. Mele advised that there will not be outdoor storage or any materials as they want to make the property aesthetically pleasing. Although it has taken a long time for something to happen on the property, he is hopeful that the Commission will support the effort for People's Trust to continue their corporate responsibilities in the City.

Vice Mayor Preston said this is a good opportunity and expressed satisfaction with the internship opportunities. Vice Mayor Preston said the funds could be used for Mayo Howard Park, which is directly across from the proposed building. He explained that Mayo Howard was the first Black police officer who came to the City; however, it is not well maintained and prefers using the funds to improve the area as it would also improve the aesthetics. There is not much parking for the park and would like the first \$100,000 used to increase parking there and the remaining funds for park improvements.

Commissioner Parness said he understands that if nothing is done with the property now, nothing will happen for another five (5) years. Thereafter, he provided positive comments as to why the property is good for the City.

Commissioner Hudak applauded the project and asked how interns would be found as a previous internship opportunity was not successful.

Mr. Mele said they will start with Deerfield Beach High School as they want to reach the young people who are local.

Mayor Ganz opened the public hearing.

Dave Mirantz, 10 Fairway Drive, Deerfield Beach, Executive Director of the Deerfield Beach Economic Development Council, said the EDC Board of Directors supports the matter and outlined those reasons.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked how traffic will be dealt with as the corridor, 11th Way and 10th Street are very dangerous.

Mr. Mele replied that on the site plan, there are two (2) driveways which are both on 11th Way; therefore, there is no direct access from the I-95 ramp or 10th Street. He explained that the driveway to the property, from 10th Street, takes a while to come up on 11th Way. Also, there will be turn lanes at the driveway so people are able to get out of the regular traffic lane and into the turn lane. A sidewalk will also be installed

DEPARTMENTAL BUSINESS - CONTINUED

on 11th Way as part of the development. Finally, when the property was originally reviewed for traffic and approved, it was limited to approximately 100,000 square feet, but the proposed building will be around 86,000 square feet.

Mayor Ganz closed the public hearing. Thereafter, he provided comments on the history of the project and the partnership developed with FAU. Furthermore, he said he does not believe the partnership with FAU has been a good match and doubts it will be in the future since nothing has been done with the property. Mayor Ganz continued to express his views as a 12-year commissioner and although there has not been any progress, he is hopeful with what has been presented tonight. Mayor Ganz recommended another name instead of Innovation Park of Deerfield (IPOD). Additionally, regarding the internships, those should be filled with Deerfield Beach residents as some of the students at Deerfield Beach High do not reside within the City and other students are boundaried outside the City.

Continuing, Mayor Ganz said he does not agree with committing the entire \$200,000 to Mayo Howard Park as the park is very small, but should go within the corridor and toward the park for improvements. If approved, he said there must be additional policing as there are typically snipe signs, flower vendors, and panhandling. In closing, Mayor Ganz said he supports this project as it is aesthetically pleasing and believes it is in the best interest of the City.

Commissioner Drosky said he has struggled with this particular item and for him, his decision lies in determining what is the City's vision for this property. Thereafter, he commented on his re-election speech on the goals he would like to pursue, i.e. P3 options. He explained how P3 opportunities relate to the parcel; whereby, the City could be giving up a property that may be highly desirable. He said the Commission must decide whether they want to give the parcel up or move forward with what is being presented. Commissioner Drosky also applauded People's Trust for their commitment to the City and for being a great corporate citizen. The strongest argument for the project is that they are willing and ready to move forward now; opposing the proposed extension, will delay development for many years.

Additionally, Commissioner Drosky said since there will be a construction loan for the property, it will have to be paid, likely through renting the space; thus, People's Trust has a self-interest of placing tenants in the building as soon as possible to pay the mortgage. His concern is the type and quality of tenants and although he has spoken with various agencies about the project, there has not been a written commitment. Notwithstanding, he said Mr. Mirantz, Economic Development Council, has agreed to support the project by finding tenants; whereas, the City also has an Economic Development Department that can assist. The Fort Lauderdale Alliance will also be involved, as well as the possibility of involvement by Broward Health. Commissioner Drosky said this is an 80-year commitment being made tonight and that his vote could change at the second hearing. Furthermore, he disagreed with \$200,000 being committed to Mayo Howard Park and opined that Mr. Mele's client needs to chip in as tenants will utilize the park also.

Commissioner Hudak said the Commission has an opportunity to decide and see that vision come to reality as there is no guarantee that any member's vision will be the majority decision. Though this is a tough decision, the Commission has the option of leaving it as is or developing. Therefore, he supports approval.

Vice Mayor Preston said it is right to improve the park with the \$200,000 instead of placing it in the General Fund. He outlined the issues with the park and said if nothing is done, the residents are being pushed aside and the business is coming in without any commitment to the residents. Thereafter, he commented on his experience with Mr. Gould and how 15th Street was beautified. He said Mayo Howard Park is a tribute to the first Black police officer and needs major improvements; whereas, Sullivan Park is in immaculate condition.

Mayor Ganz said regardless of whom Mayo Howard Park is named after, it is a passive park and comparing it to Sullivan Park is an absurd argument. He said more lighting is needed in the area which could lead to the park. The park is so small that adding parking will reduce green space to place parking along a winding road does not make sense to him; however, he does believe a large portion should go in there. He said he could agree to landscaping, a sidewalk and lighting but is not influenced by who the park is named after. Furthermore, Mayor Ganz said he does not want to handcuff the City to improvements to the park where there are spatial constraints. Regardless of what happens in the area, the money should remain in the area

DEPARTMENTAL BUSINESS - CONTINUED

and wishes to see the project move forward.

Vice Mayor Preston said the park is frequently used and parking is terrible; thus, he recommended having the City Manager review the viability of creating better parking for the patrons. He said it is important to consider that when a park is renamed, it is in recognition of a person who has contributed and served. There should be a responsibility and commitment to do what is right when a facility or park is named after someone, as there is prestige that goes along with that and although it may not have weight with Mayor Ganz, it does with him. Vice Mayor Preston said the right image must be presented for the City and currently, it does not, but agreed with additional lighting. The green space is a concern, but there should be consideration to make it an attractive park.

Mayor Ganz brought attention back to the proposed project and suggested debating use of the funds later.

Commissioner Parness commented on not having any parks in District 3 as the Marty Popelsky Park is not truly a park, it is a vacant field and it is not open. The consideration is to determine the proposed ordinance; thereafter, he motioned approval.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 17 on first reading. Roll Call:

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

Nays: 0

COMMENTS BY ADMINISTRATION & LEGAL**CITY MANAGER****18. Discussion and potential action regarding the use of Pioneer Park baseball facilities by the City of Lighthouse Point.**

David Santucci, City Manager, advised that the City of Lighthouse Point is renovating their baseball field and has asked for temporary use of Pioneer Park with a fee waiver of \$500. He asked for the Commission's consideration and advised that it does not interfere with any of the City's public programs.

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

Commissioner Parness spoke in support.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve the use of field and waiver of fees. Voice Vote:

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

Nays: 0

CITY ATTORNEY

Governor Executive Order - Anthony Soroka, City Attorney, advised that yesterday afternoon, Governor DeSantis issued EO 21-102 providing that all COVID-19 restrictions and mandates on individuals and businesses are suspended. The order also eliminates and supersedes any existing emergency order or ordinance issued by a county or municipality that imposes restrictions or mandates upon businesses or individuals due to the COVID-19 emergency.

COMMENTS BY ADMINISTRATION & LEGAL - CONTINUED

Additionally, everything in the County order that the city has been following and most recent update with respect to restriction on businesses and individuals effectively goes away as far as the emergency order is concerned. For example, the 50% capacity limitation in effect for places like retail and restaurants will go away as well as a number of other restrictions, such as masks in businesses. Keep in mind that businesses and HOAs still have the right to impose their own policy and procedure; whereby, many have commented that they will not be changing their policy. Lastly, he advised that it does not affect things like vaccinations.

CITY COMMISSION BUSINESS**19. Discussion regarding the Solid Waste Working Group.**

Commissioner Drosky recommended tabling this item until the May 18th meeting as he has a guest speaker, Mayor Greg Ross, Cooper City, who could not be present tonight due to a last-minute conflict.

MOTION was made by Commissioner Drosky, seconded by Commissioner Parness, to table Item 19 until May 18, 2021. Voice Vote:

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

Nays: 0

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

Saturday Office Hours - Commissioner Hudak said office hours will be held this Saturday from 10 am - 12 p.m. via Zoom. Appointments can be made through the City Manager's Office.

FP&L Lights - Commissioner Hudak advised that his residents have complained that the new LED lights being installed are so bright that it illuminates the inside of their homes. He asked that staff reach out to Florida Power & Lights to see if there is a neighborhood light instead of a highway light that can be installed.

David Santucci, City Manager, said he will look into it.

Happy Mother's Day - Commissioner Hudak wished all the moms a Happy Mother's Day.

VICE MAYOR PRESTON**DISTRICT 2**

National Day of Prayer - Vice Mayor Preston said National Day of Prayer will be held on Thursday at 7:00 p.m. at Pioneer Park.

Juneteenth Celebration - Vice Mayor Preston said although COVID initially put a damper on allowed festivities, the event will be hybrid and as things begin opening, some events could be possible. Additionally, he advised that Maverick Entertainment created a 12-minute film regarding Juneteenth.

Packer Rattler Registration - Vice Mayor Preston said he is pleased with the registration and believes there will be many kids participating this year in the new league which will be a wonderful opportunity.

4 Paul Foundation Scholarship Opportunity - Vice Mayor Preston said he is having someone reach out to the individual who brought this scholarship opportunity to the City's attention and to see if it is available.

Happy Mother's Day - Vice Mayor Preston wished all the moms a Happy Mother's Day, Sunday, May 9th.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED**COMMISSIONER PARNESS****DISTRICT 3**

District 3 Meeting - Commissioner Preston said there will be a district meeting via Zoom on May 24, 2021 at 1:00 p.m.; the City Manager's Office may be contacted to receive the link.

BSO Police - Commissioner Parness commented on the blitz's conducted by the police resulting in myriad arrests and citations. They are taking traffic seriously and commended them for their actions. He said there are too many people being injured and killed in the City.

District 3 - Commissioner Parness commented on the increase in homebuying in his district. He also commented on the upgrades to the sidewalks in Crystal Lake; the residents are very grateful that the City has taken an interest in their community.

Happy Mother's Day - Commissioner Parness wished everyone a Happy Mother's Day.

COMMISSIONER DROSKY**DISTRICT 4**

Florida Department of Transportation - Commissioner Drosky said beginning May 12th, FDOT will begin a road lighting improvement project on Powerline Road, from Hillsboro Boulevard to the County line. He advised that 27 light poles will be replaced and retrofitting seven (7) existing and installing new LED lights. The tradeoff is that there may be periodic lane closures, Monday through Friday from 8:30 a.m. till possibly 7:30 p.m. The project completion is anticipated for the fall.

Education Advisory Board - Commissioner Drosky advised that he needs to replace a former member on the board and asked that anyone interested to please reach out to him.

MAYOR BILL GANZ

Governor's Executive Order - Mayor Ganz expressed dissatisfaction of changing the rules without everything being vetted and stated that the communication could have been handled better. He continued to express frustrations with poor communication, as these orders affect everyone, and recommended people exercise patience and good judgement when interacting with businesses and city staff.

Urban Land Institute - Mayor Ganz thanked Vice Mayor Preston for handling the ULI workshop. He said the workshop was meant to provide visioning as solutions are needed, but should be resident driven.

National Day of Prayer - Mayor Ganz said he will not be in town for the event, but Vice Mayor Preston will be available.

SW 10th Street Project - Mayor Ganz said FDOT is moving forward with their recommendation. It may likely come before the Broward Metropolitan Planning Organization; nevertheless, he was thankful that everyone's voices were heard. Lastly, he thanked those who participated along the way.

Homeowner's Insurance - Mayor Ganz advised that people's homeowner insurance is being cancelled and hopes options are available.

Storm Water Fund - Mayor Ganz said there is a storm water fee and would like to start using the funds to address infrastructure needs.

Happy Mother's Day - Mayor Ganz wished the moms a Happy Mother's Day as well as the mother of his children.

Haitian Flag Day - Mayor Ganz said Haitian Flag Day is on May 18th and wants to recognize it as it should not be forgotten.

COMMENTS BY MAYOR & CITY COMMISSION - CONTINUED

Traffic Issues - Mayor Ganz agreed with Commissioner Parness that BSO is addressing the traffic issues; however, he has witnessed people traveling 50 to 60 miles per hour in a residential area. He commented on many of those activities happening throughout the weekend and asked that more manpower be considered in the City's budget as deputies cannot be everywhere. Mayor Ganz said it is time to make the City and all the neighborhoods safer.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to adjourn the meeting at 9:30 p.m. Voice Vote:

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

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



CITY COMMISSION WORKSHOP MEETING MINUTES

Thursday, April 22, 2021

7:00 PM

Leo Robb Gymnasium

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Vice Mayor Ben Preston at 7:00 p.m., in the Leo Robb Gymnasium, 445 SW 2nd Street, Deerfield Beach, Florida.

Present: 3 – Commissioner Todd Drosky
Commissioner Michael Hudak
Vice Mayor Ben Preston

Also Present: 2 – City Manager David Santucci
Assistant City Clerk Heather Montemayor

Absent: 2 – Commissioner Bernie Parness
Mayor Bill Ganz

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 22, 2021

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

Yeas: 3 - Commissioner Drosky, Commissioner Hudak, Vice Mayor Preston

Nays: 0

DEPARTMENTAL BUSINESS

1. Presentation by the Urban Land Institute (ULI) Technical Advisory Panel regarding Central City Redevelopment.

Vice Mayor Preston thanked everyone for attending tonight's workshop. The ULI Technical Assistance Panel (TAP) Report outlines the redevelopment of the central city area. He advised that Mayor Ganz could not attend as he is not feeling well. Also, Commissioner Parness could not attend. Thereafter, he introduced Commissioners Drosky and Hudak.

Continuing, Vice Mayor Preston stated that redevelopment of the central city area has been left behind over the years and something must be done; whereas, the study conducted by the ULI provides findings and recommendations for revitalization. Additionally, the City is not just looking at the revitalization of the area but elevating the area economically and socially. Vice Mayor Preston outlined the logistics of the workshop, whereby, the presentation will be given by the Panel, followed by the Q&A session, then the breakout sessions, which will occur in person only, followed by the adjournment. Thereafter, he introduced Debbie Orshefsky, TAP Chair.

DEPARTMENTAL BUSINESS - CONTINUED

About Us - Ms. Orshefsky thanked everyone for attending; thereafter, a PowerPoint presentation was displayed. She explained that the ULI is an international organization that helps shape the future of the built environment for transformative impact in communities worldwide. She then introduced the panelists: Scott MacLaren, President, Stiles; Alfred Battle, Junior Deputy Director, Sustainable Development, City of Fort Lauderdale; Juan Mullerat, Founder, Plusurbia; Eric Liff, Principal, Lambert Advisory; Alia Awwad, Senior Associate Engineer, Alta Planning + Design; Alfonso Costa, Executive Vice President, Falcone Group; and Darwyn Kelly, Panel Intern, University of Miami. She commented on the panel's background and their contributions to the study.

Panel Purpose - Ms. Orshefsky said the City asked that the TAP identify factors that discourage revitalization/redevelopment of the study area and recommend measures to overcome those obstacles. Also, to do the work to help strengthen the community, and the relationship between the City and stakeholders, i.e. those within the community, including businesses.

Study Area Assets and Opportunities - Ms. Orshefsky said the TAP needs to know and understand the study area, which is accomplished through outdoor site visits, walking and driving the corridor, working with staff, etc. Further, she said the TAP was able to identify the opportunities offered by this area, to include: proximity to I-95 and the turnpike, commercial nodes and high-traffic corridors. There is a hospital which supports jobs and residential demand, schools which support a family-oriented market, variety of legacy issues which support potential for resurgent activity, and vacant properties which present redevelopment potential.

Economic and Market Considerations - Ms. Orshefsky outlined the economic and market considerations: economic challenges within and around the study area are due to moderate income compared to the City and County, lower homeownership rates and elevated unemployment; economic growth in the study area has not kept pace with the rest of the City; and residential and commercial lease rates are due to the other factors outlined.

Economic and Market Opportunities - Ms. Orshefsky outlined the economic and market opportunities: there is an employment base, whereas, most people who live in the study area work outside the area. This creates an impetus for job creation and would help keep people in the community.

Existing Obstacles to Redevelopment - Ms. Orshefsky listed the existing obstacles to redevelopment: site constraints, regulatory obstacles, lack of consensus on a vision of the corridor, ownership patterns and legacy land banking, existing infrastructure, community relations and lack of incentives and funding to support revitalization/redevelopment.

Neighborhoods + Nodes + Corridors - Ms. Orshefsky said this corridor is not one (1) consistent character but is comprised of three (3) distinct character areas: neighborhoods, nodes and corridors which need to be addressed separately.

Site Constraints & Configuration - Ms. Orshefsky said there were two (2) main dynamics. First, a majority of the corridor parcels are very narrow and a number of them abut existing residential development. She outlined the issues faced: creating compatibility between the commercial frontage and what development types are appropriate to narrow lots. Further, she stated that the solutions for the corridor is to target low-density, smaller scale development and to take actions to support the assemblage of smaller parcels.

Mr. MacLaren displayed two (2) very small parcels, which are very indicative of the corridor. He said there is limited access onto these parcels from Dixie Highway northbound. On both sides of these parcels are DOT retention ponds, which prevents them from being combined. These parcels are also adjacent to the neighborhoods with no separation, or buffers; therefore, recommendations will be provided for buffering the neighborhoods from commercial parcels as new development occurs. Thereafter, a photograph was displayed of five (5) buildings in a small area along the corridor. He stated that these buildings were combined and are utilized as small business user's corporate headquarters, which works for these buildings as there is limited parking.

DEPARTMENTAL BUSINESS - CONTINUED

Recommended Uses Along the Corridor - Mr. MacLaren said the corridor can support and should pursue small flex industrial and small-bay warehouse, owner-occupied businesses and job creators, additional retail/entertainment opportunities, additional grocery and convenience [stores] such as Dollar General.

Site Constraints & Configuration at the Nodes - Mr. MacLaren said there are opportunities at the signals at the highest traffic points along Hillsboro Boulevard to 10th Street, from 48th Street to Sample Road. He outlined potential changes along 48th Street, i.e. major intensity, new industrial, new businesses and jobs. Along 10th Street, they noticed real opportunity for more density to occur over time.

Thereafter, Ms. Orshefsky provided a brief overview of negative comments received regarding small bay warehouses, which should not be of concern because it offers flexible warehouse office use and is a very profitable asset class if designed more like office buildings. They bring employment which must be supported by retail.

Recommended Uses at the Nodes - Ms. Orshefsky said they recommend intensification at the nodes as an assemblage is possible and being high-traffic makes it attractive for the neighborhood.

Site Constraints & Configuration Solutions for Neighborhoods - Ms. Orshefsky explained that it is important to assure the neighborhood are okay during redevelopment and development. She said buffers can be done and the impact of non-residential on the existing community can be controlled through height limits, like a pyramid, lower as it goes toward the residential use and higher on the commercial frontage.

Recommended Uses - Ms. Orshefsky said a key component for the neighborhoods is to provide new residential opportunities, different types of housing choices. Implementing a variety of housing choices will require looking at density in a different way.

Regulatory Obstacles - Ms. Orshefsky outlined the regulatory obstacles: the existing zoning is too restrictive and does not encourage a meaningful mixed use. For example, it would require residential along the Dixie corridor which is undesired. Additionally, the community did not understand the entitlement process which needed to be communicated and simplified. A key to creating a zoning district that encourages development and redevelopment is to have a balance between certainty in the regulations and flexibility which is not easy to achieve but must be done.

Regulatory Solutions - Ms. Orshefsky said there is a lot of information on form-based code as it makes it difficult to collaborate. A level of certainty is provided in the process and to encourage more development means having a lot of administrative approval; whereby, the City Commission would have to relinquish some control. A form-based code secures a regulatory vision and makes the hand-off effective; i.e. Miami 21. Regulatory incentives need to be built in if the area is to be perceived as an attractive place to develop, i.e. reduced parking, expedited permitting and density bonuses. Ms. Orshefsky also commented on a land use plan created by Broward County about three (3) years ago called commerce; she opined it is the best created. Additionally, it was amended in January to permit residential use. Furthermore, it requires certain efforts toward affordable housing and although the study area contains affordable housing, the City can continue to promote affordable housing while encouraging market rate housing.

Ownership Patterns (Obstacles) - Ms. Orshefsky outlined the obstacles to ownership patterns: there are many individual parcels that do not allow anyone to do as much as they would like; legacy landowners feel the need to pass their land down to the next generation. She said there are different ways within the development industry that the legacy can be carried forward, without the parcel remaining vacant. Other obstacles include a lack of market ready development rules which applies to zoning within the area; there must be a shared vision which also builds trust so everyone works together toward a common goal.

Ownership Patterns (Solutions) - Ms. Orshefsky outlined the solutions to ownership patterns: having meetings, better communication and getting the information out to all the stakeholders, along with a dialogue. She reiterated the importance of incentives, communicating on plans and opportunities to build trust; whereas, it is the responsibility of the City and stakeholders to make sure it happens.

Community Relations (Obstacles) - Ms. Orshefsky listed the obstacles to community relations: too much studying, not enough action. Part of the report was geared toward getting recommendations on actions.

DEPARTMENTAL BUSINESS - CONTINUED

Community Relations (Solutions) - Ms. Orshefsky outlined the solutions to community relations: establishing a community advisory board that the City pulls from the community; support development education for property owners and increase collaboration through workshops to explain how form-based zoning works, and identifying who's behind the regulations. She also commented on assemblage and how developers could work with the property owners to invest in the area and form partnerships. Having a dedicated staff person within City Hall to serve as the liaison for the community which is often undertaken by a community redevelopment area or CRA director. If none, having a consistent face that the community could go to would also be beneficial. Ms. Orshefsky also recommended creating events that bring the community together and give an opportunity to talk in a comfortable setting.

Infrastructure & Public Realm (Obstacles) - Ms. Orshefsky outlined the obstacles for infrastructure and the public realm. On the west side of Dixie Highway, there is no pedestrian opportunity or feel. Funding is needed for infrastructure improvements which could be achieved through development. Additionally, there is an overabundance of detention/retention ponds along Dixie Highway owned by FDOT and it is time that FDOT finds a different form of drainage. Those are prime development parcels and should be made available for private development.

Infrastructure & Public Realm (Solutions) - Ms. Orshefsky commented on improving rights-of-way, but the problem is financing. She reiterated the need to work with FDOT; analyzing the parking conditions, whereby, commercial uses are parking in the residential area. A study needs to be done to determine if it is occurring and how to prevent it if it is. Ms. Orshefsky recommended using an FDOT lot to resolve the problem. Moreover, installing a waterfront park in the waterfront area within Alwood Homes.

Lack of Incentives and Funding for Redevelopment (Obstacles) - Ms. Orshefsky said the obstacle to achieving the things outlined is money and lack of vision for the area, and the need for a coordinated funding source and administrative body that looks after the study area.

Incentives and Funding for Redevelopment (Solutions) - Ms. Orshefsky said she has discussed a number of incentive type solutions, but there are a number of federal programs that are outlined in their report. Also suggested by Mr. Battle was a city-only funded CRA, like Fort Lauderdale. Even if a CRA cannot be formed, there is a way the City can express that intention. The County is also using TIF-less (tax increment financing) CRAs, whereby, a few cities have done them successfully; information has been provided to staff.

Overarching Recommendations - Ms. Orshefsky stated that the recommendations are outlined in the report; however, the most important recommendation is focusing on the future. Lastly, she stated that the panel hopes that the ULI recommendations will assist with the vision.

Vice Chair Preston opened the Q&A Session.

Tom Connick, 411 E. Hillsboro Boulevard, Deerfield Beach, said the people living in the central area are good, hard working people who are interested in how this will affect them and their quality of life; therefore, this study should be about the protecting the quality of life for existing residents as well as revitalization and redevelopment. Mr. Connick provided a brief history of a developer who, in 2017, tried to close a road and build apartments in this area, which was rejected by the Commission. Further, he said these residents don't have the time to attend meetings or hire attorneys on their behalf, so they rely heavily on the Commission to make the right decisions for their community. Lastly, Mr. Connick asked if this community will be heard and not pushed aside and how much protection will be given to their quality of life.

Ms. Orshefsky replied that protecting the neighborhood, while allowing for additional development is outlined throughout the report. The ULI recommends a sensitivity to the existing neighborhood, while celebrating the neighborhood by helping people maximize their property. Further, she said neighborhood preservation is extremely important, which is why they recommend that the nodes have more intensity and corridor have special regulations.

Vice Mayor Preston said he is an advocate for making sure the community is comfortable with whatever is presented and though everyone may not agree, will be heard.

DEPARTMENTAL BUSINESS - CONTINUED

Sylvia Poitier, 233 SW 1st Terrace, Deerfield Beach, spoke in support of revitalization, but stated that the community's needs must come first. Thereafter, she provided a brief background of her time as an Elected Official. *(Due to technical difficulty, much of the Ms. Poitier's comments could not be heard)*

Harry Ecton, 1355 SW 122nd Way, Pembroke Pines, said he previously owned property in this area and is the former director for Habitat for Humanity. Thereafter, he provided a brief background of meetings that took place years ago with the Habitat for Humanity regarding revitalization and redevelopment. He agreed with most of what was said this evening but has concerns with rezoning, as it should be fair and equitable across the board. Lastly, Mr. Ecton said the trust of this community will come once everyone is assured things are being disclosed and are being done fair and equitably.

Ms. Orshefsky stated that part of their recommendation is looking at a comprehensive rezoning, not parcel by parcel.

Sandra Jackson, 386 SW 35th Avenue, Deerfield Beach, said she owns property in District 2 and expressed concerns with how this meeting was communicated, as the community was not properly notified. Further, she stated that if changes are going on in the City, property owners must be notified in a timely manner, so they can voice their opinions.

Octavia McDougal, 49 S. Dixie Highway, Deerfield Beach, said coming to this meeting is exciting because she does believe in the possibilities that have been mentioned and her family is ready to move forward into the future; however, the challenge landowners face is trust. Ms. McDougal commented on her experiences, in 2018, when the McDougal family invested \$1.4 million into a building to be utilized as an educational center but many challenges arose, and they decided to put the property on the market. Though offers were received, those interested backed out because the City advised that the ideas they had for the building were not allowed; therefore, she agreed with the zoning issues. Thereafter, she listed the uses perspective buyers were seeking. Lastly, she said the community has encouraged others to hold on to their building and keep fighting, but it shouldn't continue to be an uphill battle for people wanting to bring business to the central area.

Marvin Swain, 401 SW 14th Place, Deerfield Beach, expressed concerns with how the meeting was noticed untimely and asked that the City do better with notifying the residents. Further, he outlined issues with commercial vehicles parking on residential property and asked that the City handle it. Mr. Swain said the community does not need additional housing along Dixie Highway but needs Black owned businesses to provide jobs for the community. He stated that the developers buying and developing these properties do not live in Deerfield and do not understand what the community wants or needs, they only care about making money. Lastly, he asked that the City listen to what this community wants.

Mae Francis Feagin, 3500 SW Natura Boulevard, Deerfield Beach, provided a brief history of things that have occurred within this community that have caused the lack of trust mentioned. Further, she commented on secret meetings occurring and the last-minute notification like this meeting. Lastly, Ms. Feagin stated that the City must ask what we as residents want in our community.

Emma Sampson, 495 N. Deerfield Avenue, Deerfield Beach, said she attended the first meeting via Zoom and the only area discussed was Dixie Highway to Eller Street. Since other areas have been discussed this evening, she asked for clarification on what is considered central Deerfield and whether Deerfield Avenue is included.

Juan Mullerat, ULI Panel, replied that planners cannot just look at a corridor but the surrounding areas as well; therefore, the area incorporates neighborhoods, which are all different. Although, Alwood and College Park are separate neighborhoods, they are geographically considered one (1) and there are three (3) others east of the corridor. Further, he said one (1) of their recommendations is to perform a study on those surrounding neighborhoods because whatever happens in the corridor, will inherently affect those neighborhoods. Lastly, he stated that community input is greatly needed, especially when it comes to the vision for the surrounding neighborhoods.

Angela Storr, 1041 SW 8th Avenue, Deerfield Beach, asked for clarification on how things from Dixie Highway west should be handled.

DEPARTMENTAL BUSINESS - CONTINUED

Ms. Orshefsky explained the components of a pedestrian friendly corridor, i.e. the sidewalk, walkability, etc.; whereby, on the westside of Dixie Highway, those do not currently exist.

Alia Awwad, ULI Panel, stated that when redeveloping the corridor and properties along Dixie Highway it is important to think of the public streets and how they can improve the quality of life and increase economic development opportunities.

Continuing, Ms. Storr said the redevelopment of the area should be left up to the people that own the property. Further, she said she isn't happy with everything the City is doing, but believes the City is doing a good job.

Ms. Awwad said the panel has only provided infrastructure recommendations and agreed that the community should be involved especially when it comes to public safety.

Ms. Storr said it was her understanding that this meeting was only regarding the Dixie Highway corridor, and it's frustrating that there is so much miscommunication within the community.

Ms. Orshefsky said one of the key components built into all the recommendations is the concept of the nodes, neighborhood and corridor; whereby, each one needs to be looked at individually and then their relationship to the other.

Felicia Poitier, 140 NE 5th Street, Deerfield Beach, said the boundaries for redevelopment keep changing, which is causing frustration within the community. Further, she expressed concerns with the timing of this meeting as there was not proper notice to the property owners in District 2. Ms. Poitier commented on the FDOT retention ponds and asked if the FEC Railroad retention ponds were going to be researched.

Ms. Orshefsky replied that the FEC is a private entity and would have to be approached differently; nevertheless, the panel was focused on Dixie Highway, west, which was the study area defined by staff. Further, in looking at the area, the panel thought it was a shame that FDOT had so many prime parcels that were only being utilized as retention and detention; as such, the panel thought maybe there was a better way for FDOT to address drainage.

Terry Scott, 180 SW 3rd Avenue, Deerfield Beach, asked if the panel provided the City with residential design options.

Ms. Orshefsky replied no.

Mr. Scott said in January 2021, the Commission voted 4-1 on a project that was said to be a part of the ULI [report], which is untrue. He explained that these type actions create mistrust within the community which is unfair to the residents. Further, he agreed that the panel needs to meet, but not with the Commission or city staff, with the landowners. Mr. Scott said when this project started it was supposed to cover Dixie Highway and nothing else, and now it has moved to Sample and the waterfront. Lastly, he asked that the Commissioners apologize to District 2.

Stockard McDougal, 49 S. Dixie Highway, Deerfield Beach, said he feels like everyone's mind is made up, and wants to know when this will happen and if the City wants their business here or not.

Gloria Battle, 1240 SW 6th Way, Deerfield Beach, asked if a city funded CRA could be established for District 2.

Christopher Ribeiro, no address provided, asked what kind of incentives are being offered to landlords. Lastly, he agreed with Mr. Ecton as rezoning should be fair and equitable across the board.

Vice Mayor Preston said redevelopment must come from the landowners who own the property, not the City and suggested that all landowners come together to have a united vision. Thereafter, he asked the audience by a show of hands who knew about the meeting before tonight. Further, he said the City must do a better job communicating information to the residents in a timely manner.

DEPARTMENTAL BUSINESS - CONTINUED

Ms. Poitier stated that both city staff and the Commissioners need to review the ULI Technical Assistance Panel Report as there are issues within the report that must be addressed.

Commissioner Drosky asked that the panel provide two (2) recommendations that can be implemented right away.

Ms. Orshefsky replied forming a community advisory board, so there is an organized network of feedback going both ways and readdress the zoning for the area as it does not work and would allow for the community and commission to begin to express a shared vision.

Commissioner Drosky thanked the panel for all the work and effort they put into the report. Thereafter, he asked what the biggest drawback is for this corridor and why Stiles wouldn't want to develop in Deerfield Beach.

Mr. MacLaren replied that they develop throughout the State of Florida, so he cannot say why Stiles wouldn't want to develop in Deerfield Beach, as Florida is a prime location to live. Further, he said it was mentioned that residential is not needed in this area, but jobs are; whereby, this corridor can be rebranded as a commercial corridor.

Commissioner Hudak thanked the panel for the hard work put into this report. Further, he stated that no decisions have been made; whereas, this study was completed to highlight what can be done in the area. He agreed that the community advisory board should be the first step because it must be the community's vision as to what they want in the area. Commissioner Hudak said it's this commission's desire to help move this area along, but it must be with the community's help. Lastly, he said Vice Mayor Preston, along with the rest of this Commission, want to see this area move forward, but it must be done with the community.

Vice Mayor Preston agreed with the creation of the community advisory board, but also stated that the City needs to hire someone to be the liaison between the community and city. He said another key component that was expressed this evening was trust, therefore, eliminating the community's fears is essential. Thereafter, he advised that the breakout sessions will now begin; four (4) tables were set up to discuss communication, funding, zoning and assemblage.

At the conclusion of the breakout sessions, Vice Mayor Preston thanked the residents for attending and providing their input. He also thanked staff for their hard work and efforts. Lastly, he thanked Commissioners Drosky and Hudak for their input this evening.

ADJOURNMENT

There was no additional business to discuss.

MOTION was made by Commissioner Hudak, seconded by Commissioner Drosky, to adjourn the meeting at 9:03 p.m. Voice Vote:

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

**COMMUNITY APPEARANCE BOARD
MEETING MINUTES
CITY OF DEERFIELD BEACH, FLORIDA
April 28, 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 7:03 p.m. in the City Commission Chambers, Deerfield Beach, by Chair Belton.

Roll call showed:

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

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

Absent: Jerry Dubois
 Patrick Morris

APPROVAL OF MINUTES OF PREVIOUS MEETING

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve the April 14, 2021 meeting minutes as submitted. The motion CARRIED by unanimous vote.

NEW ITEMS

**#6946 Hillsboro Gardens
 400-498 W Hillsboro Blvd.
 Master Sign Plan**

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

The proposed channel faces will be manufactured using translucent white acrylic. The channel returns and backs will be painted satin finish Matthews Acrylic Polyurethane Brushed Aluminum coating and the depth will be 5 inches. The channel letter trim caps will be 1 inch wide and painted Wagner Metallic Silver, low voltage 6500K white LED internal illumination will be installed.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6946 as submitted. The motion CARRIED by unanimous vote.

**#6995 1401 Building
1401 Green Rd.
Master Sign Plan**

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

The applicant discussed the sign color choices: red, blue or black/White Day Night Vinyl (black during the day and white at night). The sign will be front facing illuminated channel letters with raceway and white LED. The letter style will be Arial Bold font, the text band will be mounted on the raceway and the raceway will be painted to match the building color.

Vice Chair Glunt made a motion, seconded by Mr. Hugentugler to approve Item #6995 as submitted. The motion CARRIED by unanimous vote.

**#6997 Burrito Social Deerfield Beach, LLC
2060 NE 2 St.
Minor Site Plan Modification**

The applicant outlined the proposed scope of work for the project. The front remodeling of bays nine and ten at the existing seaside center will include new operable white framed sliding glass doors on a 24-inch-high knee wall. The existing brick at bays nine and ten will be covered with new horizontal lapped Hardie board siding. In addition, the two existing mansard mounted signs will be replaced with a single sign. The proposed colors were discussed which are Blue Plate, Undercool and Extra White. The new light fixture will be a teal finish.

Mr. Hugentugler made a motion, seconded by Vice Chair Glunt to approve Item #6997 as submitted. The motion CARRIED by unanimous vote.

**#6996 Waste Connections of Florida
1751 SW 43 Ter.
Major Site Plan Modification**

The applicant discussed the proposed project for the design and construction of a new prefabricated metal structure to serve as a solid waste transfer station. It will also serve as a maintenance station for trucks, including a basic lean-to metal structure for employee facilities such as offices, bathrooms and lockers. Also, the design and construction of a new two-story concrete block structure to be utilized as administration offices, truck scales control and management, as well as the installation of two (2) new truck scales and general site drainage improvements. The proposed paint colors for the metal panels includes: Dessert Sand, Saddle Tan, Polar White and KoKo Brown.

The Landscape Architect for the applicant, outlined some of the trees that will be installed on the property, which include Sabal Palms, Bald Cypress, Simpson Stoppers, Green Buttonwood, Dahoon Holly and Live Oak.

Mr. Hugentugler made a motion, seconded by Mr. Damiano to approve Item #6996 as submitted. The motion CARRIED by unanimous vote.

REPORTS

Comments by Deerfield Beach City Attorney

Anthony Soroka, City Attorney, provided a brief summary that the Governor extended the State of Local Emergency Order for sixty days and the Order included that the State should prepare to for the end of the State of Local Emergency. After the extension, the Governor may cancel all Emergency Orders and Executive Orders.

Comments by Deerfield Beach Planning and Development Services Department

None.

ADJOURNMENT

Chair Belton adjourned the meeting at 8:05 p.m.

Harry Belton, Chair
Community Appearance Board

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, April 19, 2021
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point
with Access Via Communications Media Technology

MEMBERS PRESENT:

Chairman Denise Bryan
Vice-Chair Laurence Gore
Commissioner Scott Loesel
Commissioner Tyler Chappell
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi
Commissioner Randy Strauss

OTHERS PRESENT:

David N. Tolces, Weiss Serota Helfman Cole &
Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain Alexander Cuevas
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary
Chris Creed, Olsen Associates, Inc.
Cheryl Miller, President, Coastal Eco-Group, Inc.
Blake Sabadie, Vice President of Preconstruction Services,
Sustainable Modular Management, Inc.

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Bryan at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the April 19, 2021 Regular Meeting Minutes was made by Vice-Chair Gore and seconded by Commissioner Loesel. The Motion was approved unanimously. (7-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Vice Chair Gore and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$42,551.87. The bills were reviewed and discussed in detail. The motion was approved unanimously. (7-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Vice Chair Gore and seconded by Commissioner Loesel to approve current month's expenses of approximately \$40,000.00. The motion was approved unanimously. (7-0)

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. There was 14.5 hours of dredging time, resulting in about 6,525 yd³ of sand bypassed to Pompano Beach.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised the following:

- 1) The crew installed a new generator onto the dredge and tuned it;

- 2) The crew replaced the starboard cables for both the dredge and elbow barge as they were worn out;
- 3) The crew completed the fabrication of the new bits on Inlet 2;
- 4) There was a fuel line rupture at C27. The crew shut down and replaced the fuel lines and a bunch of fuel sprayed on the walls and they had to contain it. The bilge had to be pumped out after it was cleaned.

PUBLIC COMMENTS: The District Secretary advised the Board that there were no public comments.

NEW BUSINESS:

2019-2020 FISCAL YEAR AUDIT REPORT: Accountant Robert Andrews advised the Board that the District was in compliance for the 2019-2020 fiscal year. Mr. Andrews stated that the only other item that may be brought back in June is to have a discussion with the Commissioners about the reserves and how they are calculated to give the Commissioners a better understanding of what is in the reserves. Commissioner Sarkis inquired why this matter of reserves came up and Mr. Andrews advised the Board that it is just to expand on the reserves and maybe provide a power point of certain items that are in reserves and provide a preliminary budget for discussion. Motion was made by Vice Chair Gore and seconded by Commissioner Loesel to accept the 2019-2020 Fiscal Audit Report as presented. The motion was approved unanimously. (7-0)

COASTAL ECO-GROUP, INC. PROPOSAL – YEAR TWO CORAL TRANSPLANT MONITORING (SOUTH JETTY): Chris Creed from Olsen Associates, Inc. (“Olsen”) and Cheryl Miller from Coastal Eco-Group, Inc. (“Coastal”) discussed the Coral Transplantation Monitoring Proposal for year two, which will provide for Olsen to monitor and report the results of the hard coral transplantation conducted for the South Jetty restoration project. Attorney Tolces advised that the total amount of \$5,963.00 with a contingency task related to that with the respect to Broward County in the amount of \$3,580.00. The District is not committed to spend that money at this time, but it is in the proposal.

Commissioner Tarifi stated there are some discrepancies in the numbers in the proposal and asked for an explanation. Attorney Tolces provided an explanation to the table that was attached to the proposal. Mr. Creed stated the added hours to the task are given for administrative effort. Mr. Creed advised that they can reformat the table format however the District would like to make it easier for the District to understand. Attorney Tolces advised that he will get with Mr. Creed for future to delineate the hours and tasks associated with the hours.

Commissioner Chappell advised Mr. Creed that on the second task the District has had this issue go on for some time. The District was able to have the ACOE and FDEP be okay with just doing year one survey and only the County is requiring the District to do a second year survey. He stated our prior consulting company was not able to convince the County that a second year was not necessary even though Florida Fish and the State who usually have that jurisdiction on coral relocation said it was fine and the District asked our prior consultant to reach out again but the District is not sure if they asked the appropriate person at the County and was wondering if Mr.

Creed thought it was worth authorizing the task two first and having that discussion with the County in the event that the District may not have to do year 2 with your relationship with the County. Mr. Creed stated that he and Mr. Miller just had that discussion. Ms. Miller was not aware of the background on how the District got to that decision and stated for the District to pursue with a negotiation or discussion with the County ahead of the survey and make sure we are doing it for a reason.

Commissioner Sarkis stated that there is an 87% coral transplantation survival rate. The District is currently almost at \$60,000.00 for the fourteen pieces of coral which is about \$4,000.00 per coral. If the District adds another \$9,000.00 or \$10,000.00 we are potentially looking at almost \$69,000.00 coral project and cannot support any more money for fourteen pieces of coral.

Motion was made by Commissioner Chappell and seconded by Commissioner Loesel to approve both tasks; however, Task 2 should be accomplished before Task 1. If Task 2 is not successful then Task 1 should be performed. (Motion passed 6 to 1; Commissioner Sarkis was a no.)

UPDATE- RFP 2020-01 MODULAR OFFICE BUILDING AND FOUNDATION FOR HILLSBORO INLET DISTRICT OFFICE: Attorney Tolces provided an update regarding the status of the RFP for the modular office building. He advised that the District received the geo technical report, and the report was furnished to both of the proposers, Sustainable Modular Management, Inc. ("SMM") and Advanced Modular Structures, Inc. ("Advanced"). Both proposers submitted modified proposals. Based upon the geo technical report, both proposals have gone up in price in light of what method the District will decide to secure the foundation and construct the foundation whether it is de-mucking the site and bringing in fill or whether it is installing auger or helical pilings.

Chair Bryan stated to let the Board ask questions. Chair Bryan asked Mr. Sabadie from Sustainable Modular Management, Inc. why the District has to excavate the site. Mr. Sabadie advised that this was part of the recommendation by the geo tech report. Attorney Tolces advised the Board that he spoke to Mr. Creed regarding de-mucking. The geo tech consultant advised it would be very problematic to de-muck the trailer location. In addition, there would be no need to de-muck if the District is not going to proceed with the spread footer foundation.

Commissioner Sarkis asked if attorney Tolces has spoken to the Coast Guard. Attorney Tolces advised that he has not spoken to the Coast Guard since the time when the District renewed its license. Mr. Tolces stated it would be best to wait until the District had a firm proposal in place with respect to the office trailer installation in order to be able to explain to the Coast Guard exactly what the District wanted to do. Based upon the discussions that he had with Mr. Creed and the information he received, it does not appear that the de-mucking is a viable alternative so it would be either the auger or helical pilings.

Commissioner Chappell commented that he did not see a summary for the two companies and inquired if there was a summary for each company. Attorney Tolces advised that SMM proposed cost is on page 32 of their proposal. The costs are building including installation and existing modular removal in the amount of \$77,788.00 and SMM included the option to excavate the site in the amount of \$54,750.00 and install spread footings and an ADA aluminum ramp in the amount

of \$18,130.00. Commissioner Sarkis commented that it is roughly \$133,000.00. He stated the foundation prices of both companies are similar cost wise. Attorney Tolces advised that Advanced's revised price is \$57,966.00 for the building, material and labor with several optional items on the third page. The cost of the foundation of auger cost piles is \$55,920.00 totaling \$113,886.00. Both proposals included additional several options and are also similar in costs.

Motion was made by Commissioner Chappell and seconded by Commissioner Loesel based upon the presentation and the resumes and the fact that SMM attended the meeting to approve SMM as the most qualified bidder for the modular building and platform and to move forward with finalizing pricing based upon final design and the approval of the Coast Guard. The motion was approved unanimously. (7-0)

DISCUSSION REGARDING DUTIES AND RESPONSIBILITIES OF DISTRICT SECRETARY, ACCOUNTANT AND GENERAL COUNSEL: Chair Bryan advised the Board to review the Memorandum and attachments of responsibilities of the Secretary, Accountant and General Counsel and table this matter for next month's meeting.

OLD BUSINESS:

UPDATE ON HILLSBORO INVESTMENT LITIGATION: Attorney Tolces advised the Board that he has been communicating with the attorneys for Hillsboro Inlet Investments regarding the Final Judgment that was entered in their quiet title action relating to property surrounding the Hillsboro Inlet. For purposes of the Hillsboro Inlet District, the District does not own any property in fee simple and legally the quiet title action does not affect any property that we own. The concern that the District has is to what extent would the Final Judgment and quiet title interfere with the District's operations. Hillsboro Inlet Investments is willing to grant us an Easement over those areas that the District is currently operating for dredging purposes, docking purposes and bypassing purposes. At this time, the granting of the easements appears to be a better result than entering into litigation with them.

COMMISSIONER COMMENTS: Commissioner Sarkis asked that attorney Tolces try and meet with the Coast Guard regarding their approval of the modular office building and foundation. Attorney Tolces stated that the Coast Guard staff has limited office time, but will try and meet with the Coast Guard staff either in person or possibly by zoom.

Chair Bryan advised that the Commissioners received in their agenda packet the Town of Hillsboro Beach's Proclamation for John H. "Jack" Holland and his longstanding thirty-five years of service with the Hillsboro Inlet District, and also an article from the Pelican regarding Jack Holland for all of his years of service he committed to the Hillsboro Inlet District.

ADJOURNMENT

Motion was made by Vice-Chair Gore to adjourn the meeting and seconded by Commissioner Loesel. The meeting was adjourned at 7:33 PM by Chair Bryan.

Respectfully submitted,

Kimberly Longo, District Secretary

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

February 24, 2021

Douglas Gonzales

Presiding

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

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

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

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
8	21010178	FEASTER,RICHARD H MITCHELL,THOMAS B	1543 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$150 PER DAY \$80 PROSECUTION COST
11	20080044	ESCALANTE, CALEB	904 SE 11 ST, DEERFIELD BEACH, FL 33441	Chapter 10 - ANIMALS Section 10- 4(a) - Maintaining animals in general; limitation on number of pets; enforcement	RESPONDENT WAS PRESENT- CALEB ESCALANTE REPEAT FINAL ORDER ISSUED \$50 PER DAY FOR 11 DAYS COST WAIVED
13	20100055	MCBRIEN,KEVIN D /LANDSCAPE	915 SE 14 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-19-2021 FOR \$125 PER DAY
14	20100056	B'NAI B'RITH APARTMENTS OF DEERFIELD BEACH II INC/LANDSCAPE	255 SW 3 AVE, DEERFIELD BEACH, FL 33441 101	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-19-2021 FOR \$125 PER DAY PER VIOLATION

				SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	
17	19110011	ASSOCIATION OF MEADOWS CRYSTAL / Attorney Steven Rappaport	2300 SW 17 CIR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	PRESPONDENT NOT PRESENT CONTINUED TO 5-26-2021
20	20120034	LEWIS RENTAL PROPERTIES LIMITED PARTNERSHIP	950 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$125 PER DAY \$80 PROSECUTION COST
21	21010016	TENTH STREET INVESTMENTS LLC	801 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT WAS PRESENT- DONALD ANDERSON CONTINUED TO 3-24-2021
22	21010021	JOSEPH J ARENA REV TR ARENA,JOSEPH J TRSTEE	1500 E HILLSBORO BLVD, DEERFIELD BEACH, FL 33441 207	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021

24	21010024	PS DEERFIELD BEACH HILLSBORO 2013 LLC/BUILDING PERMITS	1375 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-28-2021
25	21010088	CRYSTAL POINTE COMMERCIAL PROPERTIES LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading	RESPONDENT NOT P RESENT CONTINUED TO 3-24-2021
29	21010244	MHC BREEZY HILL LLC % B&D EQUITY PROP TAX GRP/BUILDING PERMITS	800 NE 48 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ATTORNEY JOSH RUBIN CONTINUED TO 3-24-2021
30	20110053	KAS DEERFIELD LLC /BTR/CU	2151 W HILLSBORO BLVD, DEERFIELD BEACH, FL 33442 103	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required.	RESPONDENT WAS PRESENT- ANTHONY SIEGEL CONTINUED TO 3-24-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	
32	20080039	INTERBOND CORP OF AMER	855 SW NATURA BLVD, DEERFIELD BEACH, FL 33441	Chapter 102 - SIGNS Section 102-14. (c) - Maintenance, violations, enforcement and remedies Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT WAS PRESENT-ED SWINDEL FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
33	20090013	CPE ASSOCIATES	1166 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021
35	20080064	HIGHLANDS PLAZA INC & TMT PROPERTIES INC % PAUL BURREL	4801 N DIXIE HWY, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT-GENE SIMMONS EXTENDED TO 4-23-2021

38	21020031	HAUN-JA JOH LIV TR JOH, HAUN-JA TRSTEE	119 S DIXIE HWY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements	RESPONDENT NOT PRESENT CONTINUED TO 4-28-2021
40	20120014	KARTEL,ALLA /MISCELLANEOUS USE	410 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-91(a)(2) - Miscellaneous uses.	RESPONDENTS WERE PRESENT- ALLA KARTEL CHRISTINA SASSO- TRANSLATOR KURT MIKA-COMPLAINANT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$225 PER DAY \$80 PROSECUTION COST
41	20110047	THOROUGHSCAPE INC	5041 NE 7 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$125 PER DAY \$80 PROSECUTION COST
42	21010007	JACKSON,ROBERT LEROY RANDOLPH,VERNEE	3950 NE 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ROBERT JACKSON CONTINUED TO 4-28-2021
43	21010008	CICERON,JOSEPH S & MARIE	3820 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND	RESPONDENTS WERE PRESENT- JOSEPH & MARIE CICERON

				ENFORCEMENT Section 98-113(a) Building permits	CONTINUED TO 5-26-2021
44	21010009	CORRIELUS,JEAN C MERILIEN,MERILINE	3920 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a-d) - Swimming pools and spas require a fence or screen enclosure	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
45	21010040	381 THE COVE LLC	381 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- JASON FENSTER FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$150 PER DAY \$80 PROSECUTION COST
46	20010165	DE MORAIS,LENI R	3920 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-	RESPONDENT WAS PRESENT- LENI DE MORAIS

				105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
47	20010166	MAITLAND,ELIZABETH /LANDSCAPE	4323 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST

48	20010167	PRIETO,JORGE & ANGELICA	4411 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
49	20010170	JOSEPH,MANOUCHEKA	4603 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
50	20010180/post	LAKE ISLAND RENTALS LLC	327 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
51	20010181	RENA,PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT

				14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading.	CONTINUED TO 3-24-2021
52	20010182	ALVARADO,OLGA	320 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
53	20010183	4060 INVESTMENTS INC	324 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
54	20010185/post	ETTL INVESTMENTS	332 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT NOT PRESENT

				14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY PER VIOLATION \$80 PROSECUTION COST
55	20010233	STRACENER,LAUREN	1441 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
56	20120051	SIMS, JAMES ERIC & ROSA	1432 SW 25 WAY, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-28-2021
57	20120052	OLIVETTI,ANA CAROLINA H/E OLIVETTI,LAURO	4714 NW 1 DR, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT - ANA OLIVETTI CONTINUED TO 5-26-2021

58	20120056	ALVAREZ,MANUEL A	3814 NW 1 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MANUEL ALVAREZ CONTINUED TO 5-26-2021
59	20120058	ZAMBORY,MICHAEL A	3230 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
60	20120059	PEREZ,NELLY & SIVAJI,SELVA	3270 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$125 PER DAY \$80 PROSECUTION COST
61	20120060	MATHIAS,ELISABETE	3290 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$125 PER DAY \$80 PROSECUTION COST
62	20120062	MARY SELLENTIN TR SELLENTIN,MARY TRSTEE	634 DEER CREEK SAND PINE LN, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a)(b)(c) - Swimming pools and spas require a fence or screen enclosure Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	\$80 PROSECUTION COST
63	20120063	FORD,LEIGH & RICHARD	12 NE 11 WAY, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
64	20120066	DEL NOGAL,ARTURO BURDA,SANDRA	4040 HARWOOD D, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 3-24-2021
65	20120069	JADRAN LLC	920 NW 45 ST, DEERFIELD BEACH, FL 33064 1-6	Chapter 94 MIN HOUSE Chapter 94 - HOUSING; Sec. 94-5. - Responsibility of owners. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (d)- Minimum standards for maintenance of premises	RESPONDENT WAS PRESENT- TONY SELIC FINAL ORDER I ISSUED COMPLY BY 4-23-2021 \$100 PER DAY PER VIOLATION

				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (2) (a) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (a) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (c) - General interior maintenance requirements Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (l) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (f) - Minimum standards for interior of structures	\$80 PROSECUTION COST
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				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (m) (1) (a) - Minimum standards for interior of structures Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (a) (2) - Minimum standards for exterior of structures	
66	20120070	JADRAN LLC	920 NW 45 ST, DEERFIELD BEACH, FL 33064 1-6	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- TONY SELIC CONTINUED TO 4-28-2021
67	20120072	PIERRE,WILHEM H/E PALCIUS,JULIENNE	1321 SW 5 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88. (b) - Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- WILHEM & JULIENNE PIERRE CONTINUED TO 5-26-2021
68	20010123	CATALANO,GERALDINE LE FORBES,GINA M	276 MARKHAM M, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT

				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	FINES IMPOSED AS OF 2-19-2021 \$225 PER DAY \$80 PROSECUTION COST
69	20010152	ROCHA,ALEXANDRE	200 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-19-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
70	20090068	NMB PROPERTY GROUP LLC	151 FARNHAM G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 2-19-2021 \$200 PER DAY \$80 PROSECUTION COST
71	20070029	VALLETTA,ANTHONY J VALLETTA,DANIELLE	2734 SW 14 CT, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- ANTHONY VALLETTA EXTENDED TO 5-21-2021

74	20090052	CYR,JEAN-PIERRE CYR,LINE	100 HARWOOD I, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2021
77	20090069	RICE CAPITAL LLC	152 FARNHAM G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 3-19-2021 \$135 PER DAY \$80 PROSECUTION COST
78	21020034	HOUTKIN CONSULTING CORP	282 SW 5 CT, DEERFIELD BEACH, FL 33441	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	RESPONDENT WAS PRESENT- GERALD WELLS FINDING OF FACT ORDER ISSUED COST WAIVED
79	21020035	BABAPOUR, COREY EDWARD	288 SW 5 ST, DEERFIELD BEACH, FL 233441 A-D	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
80	21020041	SINGLETERY, NAOMI J	424 N DEERFIELD AVE, DEERFIELD BEACH, FL	Chapter 58 - SOLID WASTE ARTICLE II. - COLLECTION AND DISPOSAL DIVISION 1. - GENERALLY Section 58-35. - Illegal disposal of garbage, etc. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-2. (c) -	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED

				Storage and accumulation of refuse and solid wastes. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70. (f) - Preparation of bulky yard and vegetative wastes	
81	21020040	FIRST & LAST ENTERPRISES LLC	259 SW 1 ST, DEERFIELD BEACH, FL #1-4	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
82	21020039	BAILEY, COURTNEY & BAILEY, ROBYN	116 SW 2 ST, DEERFIELD BEACH, FL	Chapter 58 - SOLID WASTE DIVISION 4. - COMMERCIAL REFUSE COLLECTION; Sec. 58-86 Responsibility of owners or agents for keeping areas free of garbage, recyclable materials, and trash, etc.	RESPONDENT NOT PRESENT FINDING OF FACT ORDER ISSUED COST WAIVED
A	17110040	TONG, PHUONG PHI	3350 SW 4 ST, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-94(2) - Growth of plants and placement of objects in the right-of-way.	RESPONDENT WAS PRESENT- PHUONG PHI TONG FINES MITIGATED FOR \$197,000 TO BE PAID BY 8-25-2021

B	12-443	TONG, PHUONG PHI	3350 SW 4 ST, DEERFIELD BEACH, FL 33442	14-100 PROPERTY EXTERIOR MAINTENANCE	RESPONDENT WAS PRESENT- PHUONG PHI TONG FINES MITIGATED FOR \$197,000 TO BE PAID BY 8-25-2021
C	18010013	TONG, PHUONG PHI	3280 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area	RESPONDENT WAS PRESENT- PHUONG PHI TONG REDUCTION WAS DENIED FOR BOTH CASES \$270,740 DUE BY 8-25-2021
D	18070059	TONG, PHUONG PHI	3280 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT- PHUONG PHI TONG REDUCTION WAS DENIED FOR BOTH CASES \$270,740 DUE BY 8-25-2021
E	20050027	TONG, PHUONG PHI	3280 W HILLSBORO BLVD, DEERFIELD BEACH, FL	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(e) - Minimum standards for yard and landscape areas	RESPONDENT WAS PRESENT- PHUONG PHI TONG \$80 PROSECUTION COST DUE BY 8-25-2021
F	20070015	BORGES,JOAO MARTINS	4339 NW 5 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT VACATED IMPOSITION OF FINE AND CLAIM OF LIEN

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading	
G	13-438	ADAMS, LORENA	4901 NW 15 AVE, DEERFIELD BEACH, FL 33064	98-113(A) BUILDING PERMITS REQUIRED	RESPONDENT WAS PRESENT- PAM ORR FINES MITIGATED FOR \$14,000 TO BE PAID BY 3-24-2021
H	14-963	COWAN, CHARLES P JR & RENEA	536 NW 38 TER, DEERFIELD BEACH, FL 33442	14-100 PROPERTY EXTERIOR MAINTENANCE	RESPONDENT NOT PRESENT SETTLEMENT FOR \$1,800 TO BE PAID IN FULL BY 5-26-2021
I	19110026	NORFLEET, CRAIG	1319 SE 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT- CRAIG NORFLEET FINES MITIGATED FOR \$3,000 TO BE PAID IN FULL BY 6-23- 2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading	
J	18090108	NORFLEET, CRAIG	1319 SE 4 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse	RESPONDENT WAS PRESENT- CRAIG NORFLEET \$80 PROSECUTION COST DUE BY 6-23-2021
K	20020047	MORRIS, DENNIS & PATRICK	241 NW 41 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section	RESPONDENT WAS PRESENT- DENNIS MORRIS REQUEST FOR EXTENSION WAS DENIED

				14-105(4) - Exterior building and structure standards Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(a) - Parking prohibitions; enforcement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	
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				SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date

CODE COMPLIANCE OF DEERFIELD BEACH

MINUTES OF A CODE COMPLIANCE HEARING

March 24, 2021, 2021

Douglas Gonzales

Presiding

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

PRESENT:

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

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

	<u>Case Nr.</u>	<u>Owner Name</u>	<u>Property Address</u>	<u>Violation</u>	<u>Disposition</u>
6	21010178/ rec veh	FEASTER,RICHARD H MITCHELL,THOMAS B	1543 SE 10 ST, DEERFIELD BEACH, FL 33441	Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
9	21010043/ post/ prop maint	HILLSBORO RIVER APARTMENTS LLC	81 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE IV. - JUNKED VEHICLES AND	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$225 PER DAY PER VIOLATION \$80 PROSECUTION COST

				ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading.	
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				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
10	21010046/ post	HILLSBORO RIVER APARTMENTS LLC	61 NE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				IV. - JUNKED VEHICLES AND ABANDONED PROPERTY- Section 34-160 -Parking or storage for over 72 hours restricted. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-	
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				street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	
12	21010053	STEPHENS,ARCHIE & LEILA	649 NW 2 WAY, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 66 - TRAFFIC AND VEHICLES Section 66-117.(b) - Parking prohibitions; enforcement.	RESPONDENTS WERE PRESENT- ARCHIE & LEILA STEPHENS FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$80 PROSECUTION COST. Sect 66-117.(B) WAS DISMISSED

Item 14 to 46	20010032/ prop maint	GOMES,ANDRE LUIZ	1100 SE 4 AVE, DEERFIELD BEACH, FL 33441 21	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT WAS PRESENT- ATTORNEY ROBERT SWEETAPPLE FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$200 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(n) - Landscape requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-80(r)(4) - Landscape requirements Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-	
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				street parking and loading.	
47	21010495/ vacation rental	HO,DUC	155 SE 19 AVE, DEERFIELD BEACH, FL 33441	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
48	21010162/ landscape	MARTINELLO,REGINALDO T RIZZON,ALESSANDRA CAMATA	271 SE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$125 PER DAY

				yard and landscape areas.	\$80 PROSECUTION COST
49	21010057	MESQUITA, RALIDEY H/E DE ANDRADE, CLEIDE R B	2675 SW 11 PL, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$150 PER DAY \$80 PROSECUTION COST
50	21020084/ post/ landscape	BAS,ANNA & BARTOLOME	1697 SE 4 CT, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(I)(7) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL CONTINUANCE GIVEN UNTIL 4-28-2021

52	21020086/ post	MIRRO,THOMAS	480 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(I)(7) - Landscape Requirements.	RESPONDENT NOT PRESENT FINAL CONTINUANCE GIVEN UNTIL 4-28-2021
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53/ dismissed	21020060/ post	ZAHEDINIA,NAVID	1303 S DEERFIELD AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(C)(3) - Landscape Requirements.	RESPONDENT NOT PRESENT CASE WAS DISMISSED
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54	21030004/ post	EPPS,MARGIE EST	1531 SW 4 TER	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading.	
55	21030001/ post	MADISON,LONNIE BELL	248 SW 3 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS	RESPONDENT WAS PRESENT- LONNIE MADISON CONTINUED TO 5-26-2021

				Section 14-105(6) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	
61	20100002	FONTIL,ROUBENTS	1230 SW 6 WAY, DEERFIELD BEACH, FL 33441	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VI. - NUISANCE ABATEMENT PROPERTY CODE DIVISION 1. - GENERALLY Section 34-121 - Declaration of nuisance.	RESPONDENTS WERE PRESENT – SABRRINA FONTIL ROUBENTS FONTIL CASE WAS DISMISSED
62	20100033	LOPES HOLDINGS USA LLC	1246 SE 7 CT, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL CONTINUANCE GIVEN UNTIL 4-28-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
66	21010175/ Cert of Use	IN2COMPUTERS INC	240 S MILITARY TRL, DEERFIELD BEACH, FL 33442 18	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$150 PER DAY PER VIOLATION \$80 PROSECUTION COST

69	21020092	3551-3555 W HILLSBORO BLVD LLC	3551 W HILLSBORO BLVD	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88(d) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(f) Off-street parking and loading.	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2021
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70	21030063/ REPEAT	VIVIAN PERRY IRREV TR PERRY,GERARD J TRS ETAL	1401 SW 34 AVE	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(a) - Minimum standards for yard and landscape areas. Chapter 46 - OFFENSES Section 46-13 - Trees, bushes and shrubs— Encroaching on public right-of-way.	RESPONDENT WAS PRESENT – CHRIS BRYANT REPEAT ORDER ISSUED FOR 21 DAYS FOR \$45 PER DAY TOTAL \$945. \$80 PROSECUTION COST
71	20120034/ landscape	LEWIS RENTAL PROPERTIES LIMITED PARTNERSHIP	950 S POWERLINE RD, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(N)(1) - Landscape Requirements.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-19-2021 FOR \$125 PER DAY

76	21010088	CRYSTAL POINTE COMMERCIAL PROPERTIES LLC	4500 N POWERLINE RD, DEERFIELD BEACH, FL 33073	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development.	RESPONDENT WAS PRESENT- JEFF CHAUNCEY FINAL ORDER ISSUED COMPLY BY 5-21-2021 \$100 PER DAY \$80 PROSECUTION COST
77	21010244/ bldg	MHC BREEZY HILL LLC % B&D EQUITY PROP TAX GRP	800 NE 48 ST, DEERFIELD BEACH, FL 33064	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CASE WAS DISMISSED
78	20090013	CPE ASSOCIATES	1166 W NEWPORT CENTER DR, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 -	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$150 PER DAY \$80 PROSECUTION COST

				Maintenance of development.	
81	21030048/ post	STARBUCK,GARRETT	730 SW 11 CT	Chapter 34 - ENVIRONMENT - ARTICLE III. - NUISANCES ARTICLE VII. - ABANDONED REAL PROPERTY Section 34-144 - Maintenance requirements.	RESPONDENT NOT PRESENT NUISANCE ABATEMENT FINAL ORDER ISSUED. COMPLY BY 4-3-2021 \$175 PER DAY \$80 PROSECUTION COST
82	20120014	KARTEL,ALLA	410 NE 6 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-91(a)(2) - Miscellaneous uses.	RESPONDENT WAS PRESENT – ALLA KARTEL SPECIAL MAGISTRATE VACATED FINAL ORDER

83	20110047	THOROUGHSCAPE INC	5041 NE 7 TER, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENTS WERE PRESENT – JENNIFER DONAVAN TERRY TURBYFILL CASE WAS IN COMPLIANCE
84	20110041	2018-3 IH BORROWER LP % INVITATION HOMES - TAX DEPT	1670 SE 8 AVE, DEERFIELD BEACH, FL 33441	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$150 PER DAY \$80 PROSECUTION COST
85	20120040/ bldg	MCLOUGHLIN,HOPE R ALLEVA,EDWARD M	1309 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT SPECIAL MAGISTRATE DENIED CONTINUANCE REQUEST. FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$200 PER DAY \$80 PROSECUTION COST

86	20120041/ post	BAYLISS,JOHN M	1260 SE 3 ST, DEERFIELD BEACH, FL 33441 1-2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-28-2021
88	20120043	PASCIUTO,FRANK PASCIUTO,MARIA	1669 SE 7 ST, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 5-26-2021

89	20120044/ post GC	VEROLA,MARCUS	224 SE 8 TER, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION	RESPONDENT NOT PRESENT CONTINUED TO 4-28-2021
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				AND ENFORCEMENT Section 98-113(a) Building permits	
91	20010139	DOS SANTOS,CARLOS	115 SW 34 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – CARLOS DOS SANTOS FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$250 PER DAY \$80 PROSECUTION COST
92	20010157	AUGUSTIN,MARC ANTOINE	4741 NE 2 WAY, DEERFIELD BEACH, FL 33064	Chapter 10 - ANIMALS Section 10-4(a) - Maintaining animals in general; limitation on number of pets; enforcement. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- ERIC AUGUSTIN FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings Chapter 46 - OFFENSES Section 46-28(a) - Storage of materials. Chapter 58 - SOLID WASTE ARTICLE I. -	
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				IN GENERAL Section 58-3. - Maintenance of area. Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-69.(g) - Preparation and storage of residential refuse Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS RS-5 residence, single-family Section 98-45(b)(1-6) Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS	
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				Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
93	20010251	BARBOSA,RICARDO	65 UPMINSTER C, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CONTINUED TO 4-28-2021

94	20020030	ST JUSTE,THOMAS	255 NE 39 CT, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(3) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(8) - Exterior building and structure standards.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-88.(b) - Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	
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				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
95	20020059	EAYC INV A LLC	181 NW 44 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$195 PER DAY \$80 PROSECUTION COST
Item 97 to 123	21010059/ bldg/ post	ANNA CICINELLI IRREV TR ALBANO,MARIA TRSTEE	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 15	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS -	RESPONDENT WERE PRESENT – SHIELA FOX BOB SCOTT CONTINUED TO 5-26-2021

				ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off- street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
105	21010067	FOX, C SHEILA R	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 2	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14- 105(8) - Exterior building and structure standards.	RESPONDENT WERE PRESENT – SHIELA FOX BOB SCOTT CONTINUED TO 5-26-2021

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
116	21010078	SCOTT,ROBERT	1950 NE 3 ST, DEERFIELD BEACH, FL 33441 16	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE	RESPONDENT WERE PRESENT – BOB SCOTT CONTINUED TO 5-26-2021

				CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-street parking and loading. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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125	20010181	RENA,PEDRO R	312 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE II. - DEERFIELD BEACH LAND DEVELOPMENT CODE Section 98-16 - Maintenance of development. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98 -88(j)(1) Off-	RESPONDENT WAS PRESENT - PEDRO RENA FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$175 PER DAY PER VIOLATION \$80 PROSECUTION COST
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				street parking and loading.	
126	20020012	WILLIAMS,DERRICK	250 NW 38 PL, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING ; Sec. 94-7. (d)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (1) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94	RESPONDENT NOT PRESENT FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$250 PER DAY PER VIOLATION \$80 PROSECUTION COST

				HOUSING; Sec. 94-10 (2) (a) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (3) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-10 (4) (b) - General interior maintenance requirements. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-7. (c)- Minimum standards for maintenance of premises. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (i) (2) - Minimum standards for interior of structures.	
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				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (k) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (m) (2) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (1) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (10) - Minimum standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-8 (b) (2) - Minimum	
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				standards for interior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (b) (5) - Minimum standards for exterior of structures. (b) Exterior walls Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-9 (c) (1) - Minimum standards for exterior of structures. Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-12 (a) - Porches, balconies, decks, exterior stairs, walkways and appurtenances.	
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				Chapter 94 MIN HOUSE CHAPTER 94 HOUSING; Sec. 94-6 (d) - Responsibilities of occupants. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. SUPPLEMENTARY REGULATIONS Sec. 98-80(A)(1)(a-i) - Landscape Requirements. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
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Items 127 to 448	21010184/ bldg	T & W BOCA LLC	2400 DEER CREEK COUNTRY CLUB BLVD, DEERFIELD BEACH, FL 33442 104-1	Section 98-113(a) - Unpermitted work done on property. Please obtain a building permit for all work done on property including but not limited to: 1. New slab at clubhouse 2. Exposed, Unpermitted wiring East side of clubhouse 3. Unsafe, unpermitted cart chargers south of tennis courts 4. Possibly new gate in area of cart chargers 5. 19 00003635 HVAC AP 04/23/2019 WOMENS REC ROOM – needs to be closed 6. 19 00000106 40YR VL 06/21/2018 40 YEAR SAFETY INSPECTION 6A 19 00000108 40YR VL 09/04/2018 40 YEAR 6B. 19 00000109 40YR VL	RESPONDENTS WERE PRESENT- ATTORNEY TYLER MESMER JON SABAROFF CONTINUED TO 5-26-2021
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				09/04/2018 40 YEAR SAFETY 6C. 19 00000110 40YR VL 09/04/2018 40 YEAR SAFETY INSPECTION 6D. 19 00000111 40YR VL 09/04/2018 40 YEAR SAFETY INSPECTION 6E. 19 00000112 40YR VL 09/04/2018 40 YEAR SAFETY INSPECTION 6F. 19 00000113 40YR VL 09/04/2018 40 YEAR SAFETY INSPECTION 6G. 19 00000114 40YR VL 09/04/2018 40 YEAR SAFETY INSPECTION 7. 16 00004518 FIRE EX 06/28/2016 – Fire Sprinklers 8. 20 00001492 RERC AP 12/23/2019 RE-ROOF FLAT – needs to be closed 9. 19 00000681 TREE IA	
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				11/05/2018 REMOVE 6 TREES- needs to be closed 10. 17 00002204 TREE AP 03/07/2017 REMOVE 4 TREES – needs to be closed 11. 21 00001475 SLAB PC 12/22/2020 CONCRETE SLAB CLUBHOUSE 12. 20 00006950 CALT PC 09/30/2020 INTERIOR RENOVATIONS 13. 18 00005924 ELEC EX 07/26/2018 REPLACE EXISTING 100KW 12	
218	21010422	SABAROFF, JON	2440 DEER CREEK COUNTRY CLUB BLVD 210-C	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENTS WERE PRESENT- ATTORNEY TYLER MESMER JON SABAROFF CONTINUED TO 5-26-2021

254	21010253	EVANS, TIMOTHY	2400 DEER CREEK COUNTRY CLUB BLVD 709-1	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- TIMOTHY EVANS CONTINUED TO 5-26-2021
449	21010009	CORRIELUS,JEAN C MERILIEN,MERILINE	3920 NE 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(7) - Exterior building and structure standards.	RESPONDENT WAS PRESENT- JEAN CORRIELUS EXTENDED TO 4-23-2021

450	21010040	381 THE COVE LLC	381 SE 15 AVE, DEERFIELD BEACH, FL 33441	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-19-2021 FOR \$150 PER DAY
451	20010182	ALVARADO,OLGA	320 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-19-2021 FOR \$135 PER DAY
452	20010183	4060 INVESTMENTS INC	324 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST

453	20010185	ETTL INVESTMENTS LLC	332 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- FABIANNA SPORE EXTENDED TO 4-23-21
454	20010233	STRACENER,LAUREN	1441 SW 25 AVE, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT SPECIAL MAGISTRATE DENIED EXTENSION REQUEST

455	20010165	DE MORAIS, LENI R	3920 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE IV. - PROPERTY EXTERIOR MAINTENANCE CODE; Section 14-105(8) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(4) - Exterior building and structure standards. Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
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				ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
456	20010166	MAITLAND,ELIZABETH	4323 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-19-2021 FOR \$135 PER DAY
457	20010167	PRIETO,JORGE & ANGELICA	4411 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
458	20010170	JOSEPH,MANOUCHEKA	4603 NW 3 AVE, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-19-2021 FOR \$135 PER DAY

459	20010180	LAKE ISLAND RENTALS LLC	327 NW 43 ST, DEERFIELD BEACH, FL 33064	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-81(d)(1) - Tree preservation	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
460	20120058	ZAMBORY,MICHAEL A	3230 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT- MICHAEL ZAMBORY EXTENDED TO 5-21-2021

461	20120059	PEREZ,NELLY & SIVAJI,SELVA	3270 SW 1 ST, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
463	20120062	MARY SELLENTIN TR SELLENTIN,MARY TRSTEE	634 DEER CREEK SAND PINE LN, DEERFIELD BEACH, FL 33442	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS Section 98-74(a)(b)(c) - Swimming pools and spas require a fence or screen enclosure.	RESPONDENT NOT PRESENT FINES IMPOSED AS OF 3-19-2021 FOR \$135 PER DAY PER VIOLATION

				Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	
466	20090069	RICE CAPITAL LLC	152 FARNHAM G, DEERFIELD BEACH, FL 33442	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT CERTIFIED WITH \$80 PROSECUTION COST
468	21030003	WILLIAMS, ARTHUR EST	1260 SW 9 AVE	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT – ARTHUR WILLIAMS REPEAT ORDER ISSUED FOR 1 DAY AT \$75 PLUS \$80 PROSECUTION COST

469	21030006/ post/ repeat	EMMANUEL, PAUL E	1250 SW 11 AVE	Chapter 58 - SOLID WASTE DIVISION 3. - RESIDENTIAL COLLECTION Section 58-70.(f) - Preparation of bulky yard and vegetative wastes.	RESPONDENT WAS PRESENT- PAUL EMMANUEL REPEAT ORDER ISSUED FOR \$100 PER DAY FOR 5 DAYS TOTAL \$500. \$80 PROSECUTION COST
470	21030069	EMMANUEL,PAUL E	1250 SW 11 AVE	Chapter 58 - SOLID WASTE ARTICLE I. - IN GENERAL Section 58-3. - Maintenance of area.	RESPONDENT WAS PRESENT - PAUL EMMANUEL FINDING OF FACT ORDER ISSUED. COST WAIVED

471	20010199	PEARL CONDO 8427 LLC	1308 SE 1 TER	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY REGULATIONS; Sec 98-106 (d) (1) Vacation Rental Registration Requirement Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – CHRIS KJOS FINAL ORDER ISSUED COMPLY BY 4-23-2021 \$100 PER DAY PER VIOLATION \$80 PROSECUTION COST
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472	20110014	NEWCASTLE INVESTMENTS LLC /Atty's Bruce Raticoff, Daniel Aaronson	501 E SAMPLE RD	Chapter 38 - FINANCE AND TAXATION Section 38-263. - Local business tax receipt required Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IX. - CERTIFICATES OF USE Section 98-161(b) - Certificate of use permit requirements	RESPONDENT WAS PRESENT – DONALD ANDERSON CONTINUANCE PENDING
473	20110015	NEWCASTLE INVESTMENTS LLC /Atty's Bruce Raticoff, Daniel Aaronson	501 E SAMPLE RD	Unincorp Area Codes ARTICLE XVII. - COMMERCIAL DISTRICTS; Sec. 39-295. - Permitted uses; Adult entertainment establishments in B-2 is a prohibited use as per Broward County Ordinance.	RESPONDENT WAS PRESENT – DONALD ANDERSON CONTINUANCE PENDING

474	20110017	NEWCASTLE INVESTMENTS LLC /Atty's Bruce Raticoff, Daniel Aaronson	501 E SAMPLE RD	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE III. - ZONING DISTRICT REGULATIONS; Sec. 98-54(b)(1-38) - B-2 highway business, Permitted uses.	RESPONDENT WAS PRESENT – DONALD ANDERSON CONTINUANCE PENDING
A	18070030	GIL, LOURDES	315 NW 43 ST	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS Sec. 98-80.(n)(1-2) - Landscape requirements.	RESPONDENT WAS A NO SHOW

B	19080267	GULLEY, NELL	356 NW 46 ST	Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-105(1) - Exterior building and structure standards. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-106(b) - Minimum standards for yard and landscape areas. Chapter 14 - BUILDINGS AND BUILDING REGULATIONS Section 14-74 - Display of street numbers on buildings. Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE IV. - SUPPLEMENTARY	RESPONDENTS WERE PRESENT – BARBARA LEE NELL GULLEY FINES MITIGATED FOR \$280 TO BE PAID BY 6-23-2021
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				REGULATIONS Section 98 -88(j)(1) Off- street parking and loading.	
C	20010123	CATALANO,GERALDINE LE FORBES,GINA M	276 MARKHAM M	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT NOT PRESENT SPECIAL MAGISTRATE ISSUED VACATE ON BOTH ORDERS
D	20090068	NMB PROPERTY GROUP LLC	151 FARNHAM G	Chapter 98 - LAND DEVELOPMENT REGULATIONS - ARTICLE IV. - SUPPLEMENTARY REGULATIONS ARTICLE V. - ADMINISTRATION AND ENFORCEMENT Section 98-113(a) Building permits	RESPONDENT WAS PRESENT – JEFFREY JEAN BART NO ACTION WAS TAKEN FOR AN EXTENSION

SPECIAL MAGISTRATE MINUTES
CITY OF DEERFIELD BEACH, FLORIDA

Douglas Gonzales, Special Magistrate

Date



City Commission Meeting - June 1, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, June 1, 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 June 1, 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 June 1, 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 June 1, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/89182054950?pwd=VVV4YXNjRXBjd1hCV3NsZmR5ekxMz09>
 - 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: (929) 205-6099, Meeting ID: 891 8205 4950#, Participant ID: #, Passcode: 939907#

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 June 1, 2021, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

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

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

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

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



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-714

Agenda Date: 6/1/2021

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

FY2019 Comprehensive Annual Financial Report Award.

Background/History

The GFOA (Government Finance Officers Association) Certificate of Achievement for Excellence in Financial Reporting has been awarded to the City of Deerfield Beach Department of Financial Services. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting. It is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

Current Activity

The City of Deerfield Beach's FY2019 Comprehensive Annual Financial Report has been judged by an impartial panel to meet the high standards of the program, which includes satisfying both Generally Accepted Accounting Principles (GAAP) and demonstrates a constructive "spirit of full disclosure" to clearly communicate its financial story, published in an easily readable and efficiently organized way that motivate potential users and user groups to the report. This is the 40th consecutive year that the City has received this prestigious award.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-715

Agenda Date: 6/1/2021

Status: AWARDS & RECOGNITION

In Control: City Commission

Title

FY2020 Comprehensive Annual Financial Report Presentation.

Background/History

Section 218.32, Florida Statutes, requires each local governmental entity that is determined to be a reporting entity, as defined by generally accepted accounting principles ("GAAP"), to submit a copy of its annual financial report for the previous fiscal year to the Florida Department of Financial Services (the "Department") within nine months after the end of the fiscal year. The City of Deerfield Beach's deadline for submission of the financial report for FY2020 to the Department is June 30, 2021.

Current Activity

Marcum LLP, the City's independent auditors, performed the annual audit of the City's financial records for the fiscal year ending September 30, 2020 ("FY2020"). The City's Chief Financial Officer, Stephanie Tinsley, has prepared the City of Deerfield Beach Comprehensive Annual Financial Report for FY2020, to be provided at the time of presentation, which includes the reports of independent certified public accountants and other reports on compliance prepared by Marcum, LLP.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-717

Agenda Date: 6/1/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2021-072: APPLICATION 88-RS7-3 REV. 1 (Project Name: Deerfield Church of Christ)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, Deerfield Church of Christ, Inc. is seeking approval of a major site plan modification to construct a 1,673 square foot family hall addition to the existing church. The existing church is 4,000 square feet in area with 23 parking spaces and is located within the RS-7 (Residential, Single-Family) zoning district. The proposed site plan demonstrates expansion of the property to an adjacent lot to the north to accommodate the required parking, providing 24 spaces (including 14 grass parking spaces as permitted by Code Sec.98-88(j)(1)). The applicant is also proposing to dedicate five (5) feet of land along portions abutting SW 3rd Court, SW 2nd Avenue and SW 4th Street as right-of-way as required by the City.

The existing church was approved in 1988 under Site Plan Application 88-RS7-3 as a conditional use. As part of the approval, the applicant was required to provide 23 parking spaces onsite and 23 parking spaces off-site, totaling 46 spaces for the church. In 1989, a variance was approved by City Commission to reduce the required parking from 46 spaces to 23 onsite parking spaces.

This application (No. 88-RS7-3 Rev.1) is the first revision to the approved site plan, and will result in the combination of the existing church lot with the lot to the north to maintain compliance with the required parking (23 spaces) as approved in the 1989 variance by City Commission. Per Schedule B – Off-Street Parking Requirements, the proposed expansion of the building does not require additional parking as it does not increase the intensity or amount of seats in the church. The proposed family hall addition is intended for use by the existing congregation following regularly scheduled weekly services. According to Schedule B- Parking Requirements, the amount of required parking spaces for churches is determined by the number of seats within the chapel area. Furthermore, since the number of seats within the chapel area will remain unchanged, additional parking spaces are not required for the proposed scope.

A daily trip generation analysis was not required for the proposed development as the proposed

addition does not increase the intensity of use of the site.

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

On March 24, 2021, the Community Appearance Board approved the proposed development plan.

The Planning and Zoning unanimously approved the application on May 6, 2021.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN AMENDMENT APPLICATION FROM DEERFIELD CHURCH OF CHRIST, INC. TO CONSTRUCT A 1,673 SQUARE FOOT FAMILY HALL ADDITION TO THE EXISTING CHURCH AT THE PROPERTY LOCATED AT 360 SW 2ND AVENUE, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 88-RS7-3 REV. 1); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 88-RS7-3 Revision 1 (the “Site Plan Application”) has been submitted to the City by Deerfield Church of Christ, Inc. (the “Applicant”) seeking site plan amendment approval to construct a 1,673 square foot family hall addition to the existing Church at the property located at 360 SW 2nd Avenue, Deerfield Beach, Florida (the “Church Addition”); and

WHEREAS, the Church Addition site is approximately 37,121 square feet located on a parcel of land legally described as CARVER HEIGHTS 25-41 B LOTS 8,10,11 & 12 BLK 7, as more particularly described in the file and located at 360 SW 2nd Avenue, Deerfield Beach, Florida in the RS-7 Zoning District (the “Property”); and

WHEREAS, the existing Church on the Property is approximately 4,000 square feet with 23 parking spaces, and the Site Plan Application demonstrates expansion to an adjacent lot to the North to accommodate a total of 24 parking spaces; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on March 24, 2021, and the Planning and Zoning Board voted unanimously to recommend approval on May 6, 2021; and

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

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

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

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments, dated April 15, 2021, which conditions are hereby incorporated herein by this reference.

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN AMENDMENT APPLICATION FROM DEERFIELD CHURCH OF CHRIST, INC. TO CONSTRUCT A 1,673 SQUARE FOOT FAMILY HALL ADDITION TO THE EXISTING CHURCH AT THE PROPERTY LOCATED AT 360 SW 2ND AVENUE, DEERFIELD BEACH, FLORIDA (APPLICATION NO. 88-RS7-3 REV. 1); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 88-RS7-3 Revision 1 (the “Site Plan Application”) has been submitted to the City by Deerfield Church of Christ, Inc. (the “Applicant”) seeking site plan amendment approval to construct a 1,673 square foot family hall addition to the existing Church at the property located at 360 SW 2nd Avenue, Deerfield Beach, Florida (the “Church Addition”); and

WHEREAS, the Church Addition site is approximately 37,121 square feet located on a parcel of land legally described as CARVER HEIGHTS 25-41 B LOTS 8,10,11 & 12 BLK 7, as more particularly described in the file and located at 360 SW 2nd Avenue, Deerfield Beach, Florida in the RS-7 Zoning District (the “Property”); and

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

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

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

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

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

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



PUBLIC HEARING NOTICE

May 21, 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. 2021-072: Applicant: **Deerfield Church of Christ, Inc. represented by Hendrik S. Demello of Demello Architecture, Inc. APPLICATION 88-RS7-3 REV. 1 (Project Name: Deerfield Church of Christ)**

Proposal: Major site plan modification application seeking approval to construct a 1,673 square foot family hall addition to the existing church.

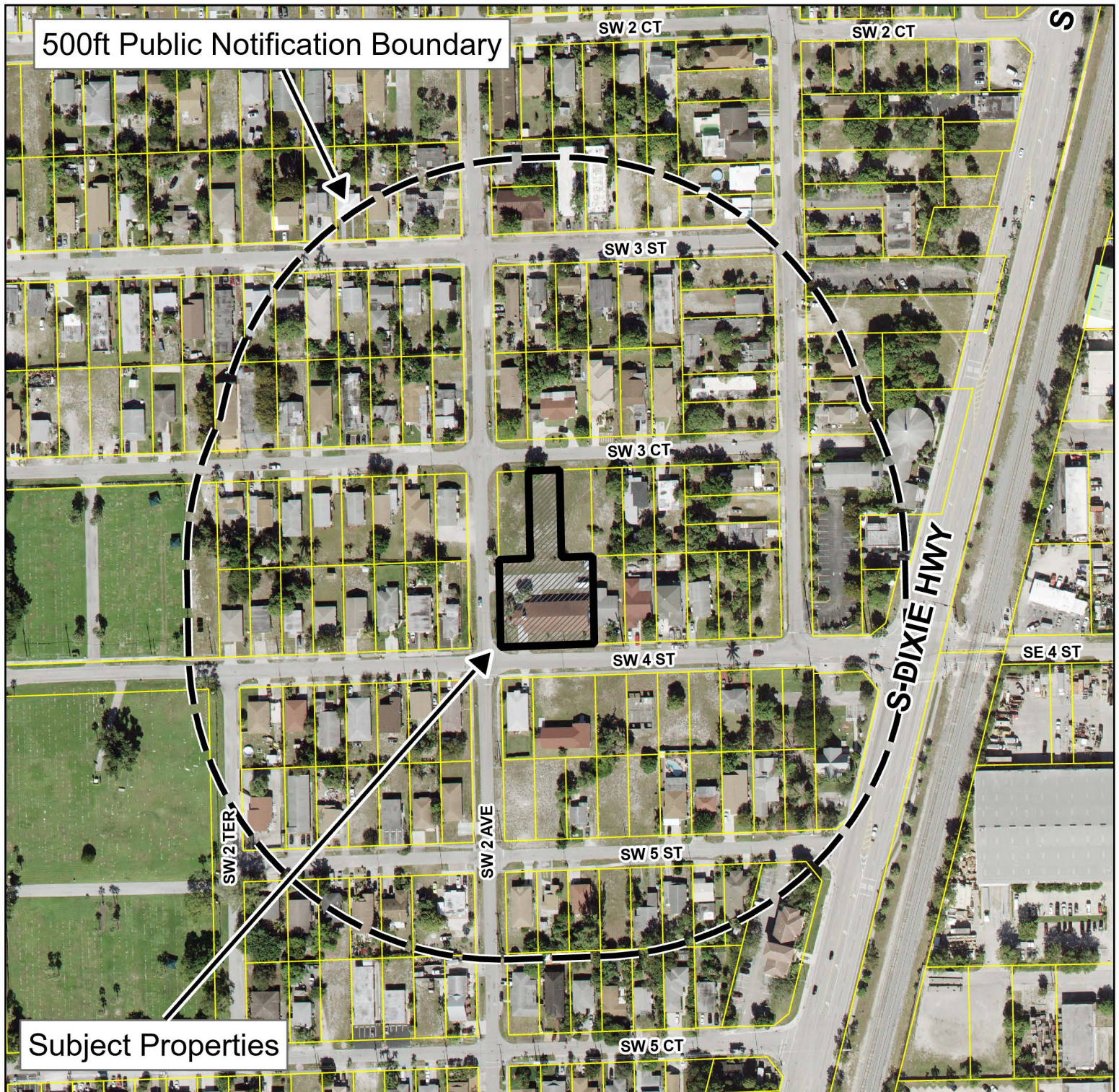
Location: The property is generally described as several parcels of land in CARVER HEIGHTS 25-41 B LOTS 8,10,11 & 12 BLK 7, more particularly described in the file, and located at **360 SW 2nd Avenue**.

A public hearing will be held on **TUESDAY, JUNE 1, 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.

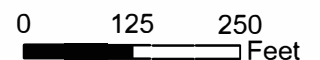
Samantha Gillyard, CMC, City Clerk



Public Hearing Notice Map
 Major Site Plan Modification
 Application No. 88-RS7-3 REV. 1
360 SW 2 Ave



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





Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	88-RS7-3 Rev. 1
Project Name:	Deerfield Church of Christ
Applicant:	Deerfield Church of Christ, Inc.
Agent:	Hendrik S. Demello of Demello Architecture, Inc.
Requested Action/Description:	Major site plan modification application seeking approval to construct a 1,673 square foot family hall addition to the existing church.
Location:	360 SW 2 nd Ave.
Legal Description:	CARVER HEIGHTS 25-41 B LOTS 8,10,11 & 12 BLK 7, more particularly described in the file
Size:	37,121 square feet (.85 acres, gross)
Existing Zoning:	RS-7 (Residence, Single-Family)
Existing Use:	Church, House of Worship
Future Land Use Plan Designation:	Residential Moderate (7 DU/AC)
Surrounding Land Use and Zoning:	
<u>Existing Land Use:</u>	<u>Zoning:</u>
North: Single-Family Residence	RS-7 (Residence, Single-Family)
East: Single-Family Residence	RS-7 (Residence, Single-Family)
South: Single-Family Residence	RS-7 (Residence, Single-Family)
West: Single-Family Residence	RS-7 (Residence, Single-Family)
Applicable Regulations:	Deerfield Beach Land Development Code
Plat Restrictions:	N/A

Department Comments & Requirements

REQUEST:

The applicant, Deerfield Church of Christ, Inc. is seeking approval of a major site plan modification to construct a 1,673 square foot family hall addition to the existing church. The existing church is 4,000 square feet in area with 23 parking spaces and is located within the RS-7 (Residential, Single-Family) zoning district. The proposed site plan demonstrates expansion of the property to an adjacent lot to the north to accommodate the required parking, providing 24 spaces (including 14 grass parking spaces as permitted by Code Sec. 98-88(j)(1)). The applicant is also proposing to dedicate five (5) feet of land along portions abutting SW 3rd Court, SW 2nd Avenue and SW 4th Street as right-of-way as required by the City.

BACKGROUND:

The existing church was approved in 1988 under Site Plan Application 88-RS7-3 as a conditional use. As part of the approval, the applicant was required to provide 23 parking spaces onsite and 23 parking spaces off-site, totaling 46 spaces for the church. In 1989, a variance was approved by City Commission to reduce the required parking from 46 spaces to 23 onsite parking spaces.

This application (No. 88-RS7-3 Rev.1) is the first revision to the approved site plan, and will result in the combination of the existing church lot with the lot to the north to maintain compliance with the required parking (23 spaces) as approved in the 1989 variance by City Commission. Per *Schedule B – Off-Street Parking Requirements*, the proposed expansion of the building does not require additional parking as it does not increase the intensity or amount of seats in the church. The proposed family hall addition is intended for use by the existing congregation following regularly scheduled weekly services. According to *Schedule B – Off-Street Parking Requirements*, the amount of required parking spaces for churches is determined by the number of seats within the chapel area. Furthermore, since the number of seats within the chapel area will remain unchanged, additional parking spaces are not required for the proposed scope.

A daily trip generation analysis was not required for the proposed development as the proposed addition does not increase the intensity of use of the site.

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

On March 24, 2021, the Community Appearance Board approved the proposed development plan.

The Planning and Zoning unanimously approved the application on May 6, 2021.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the parcel as Residential Moderate (7 DU/AC). The proposed use of the site as a place of worship is permitted within this designation and in compliance with the Deerfield Beach Comprehensive Plan FLU element.
2. Land Development Requirements: Pursuant to the City of Deerfield Beach official zoning map, the subject property is located within the RS-7 zoning district. The existing church use complies with the Deerfield Beach Land Development Code.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17(15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) Permitted uses, structures and activities allowed within the zoning category;

The existing church use is permitted as a conditional use previously approved by City Commission and complies with the Deerfield Beach Land Development Code. The increase to the area of the building does not increase the intensity of the use since the space will be utilized as a family hall to accommodate current members after services. The adjacent uses, structures and activities surrounding the parcel include single-family residential uses to the north, south, east, and west.

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

The existing layout of the site includes the 4,000 square foot church with designated grass parking along the rear yard and facing the north elevation of the building. The proposed modification to the existing layout of the site includes a 1,673 square foot family hall addition to the existing church and installation of paved and grass parking spaces. The height of the existing church structure is 15'-5" with the proposed addition demonstrating a height of 14'-1". The church is proposed with a gross floor area of 5,673 square feet. Although the church expansion is not located within the front yard, the setback has changed due to the dedication of right-of-way. The existing church structure demonstrates a setback of 20'-0" from the front property line (SW 4th Avenue) and 22'-0 feet from the corner street side property line (SW 2nd Avenue). The proposed addition of the church has a rear setback of 15'-3" and side yard setback of 5'-0". Due to the required right-of-way dedication, the front yard setback is considered nonconforming; however, a variance is not required since no modifications to the existing setback are proposed as a result of the expansion.

Apart from the front yard setback, the proposed location, dimensions, height and floor area of the building are considered compatible with the surrounding residential area and comply with the Land Development Regulations.

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

The site includes existing two-way access along SW 2nd Avenue and one-way egress onto SW 4th Street. The proposed revision includes internal access to the grass parking area with ingress and egress from SW 3rd Court.

The site plan demonstrates 24 parking spaces on site, an increase of one parking space from the total 23 spaces previously approved in the variance granted by City Commission.

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

The level of intensity for the proposed use is not expected to increase from the proposed family hall addition since the number of seats within the sanctuary remains unchanged. The addition will be utilized by the congregation following the regularly scheduled weekly services. The existing use of the site as a place of worship is generally consistent with the surrounding area and minimal impacts are expected. The proposed modification to the site is anticipated to improve both internal traffic circulation and parking as a result of the additional egress and ingress from SW 3rd Court and reconfigured distribution of parking spaces with the adjoining vacant lot.

The hours and days of operation will not be modified from the existing schedule for the church as a result of the family hall addition.

The proposed outdoor lighting complies with lighting required by the Code.

(e) Alteration of light and air;

The proposed development is not anticipated to impact light and airflow. The principle use is within the fully enclosed structure.

(f) Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;

The proposed addition to the existing structure meets the required building setbacks of the RS-7 (Residence, Single Family) zoning district, with a rear yard setback of 15'-3", a side yard setback of 5'-0", and a corner side yard setback of 22'-0" along SW 2nd Avenue. However, as a result of the five foot right-of-way dedication along SW 4th Street required by the City, the existing portion of the church will have nonconforming setbacks of 20'-0" for the front yard (SW 4th Street) and that previously complied with Code. The Applicant is proposing landscaping which exceeds the minimum requirements, and fencing in compliance with Code. The proposed landscaping and related screening are included on the plans.

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

The intensity of the use will not increase due to the proposed family hall addition. There are no outside activities proposed that would affect surrounding residences or propose significant risk to adjoining uses or the safety and security of children.

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

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

STAFF SUMMARY:

Staff's review of Application No. 88-RS7-3 Rev. 1 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and City Land Development Code.

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

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Church of Christ	Application No.:	88-RS7-3 Rev.1
Reviewer Name:	Jenna Lane	Project Address:	360 SW 2 Ave
Department/Division:	Planning & Zoning		
Position:	Planner		
Date of Review:	3-17-21		
Submittal No.:	5		

A. APPLICATION / GENERAL COMMENTS:

1.	Per Section 98-13(8) a minimum of six hard copies of the plan set (five copies with sheet format of 24 inches x 36 inches and one copy with sheet format of 11 inches x 17 inches), two electronic copies (provided electronically on a CD and digitally signed) of the site plan set, and two electronic copies of the conceptual engineering plan set, in which all pages are signed and sealed as well as being consistently scaled using a measurement found on a civil engineer's scale.
1a.	Comment addressed.
2.	The site plan application affects two parcels, including the 180 SW 3rd Court. The additional address and folio number needs to be referenced on the application and the plans.
2a.	Comment addressed.
3.	Per applicant's narrative, a variance for the rear setback is requested, but no application was submitted. Variance application (Attachment C) needs to be filled out and submitted with the required information requesting a variance from Section 98-61 Schedule of Dimensional Regulations for the required 15' rear setback, when only 5' 8" is provided. The form can be found online at http://www.deerfield-beach.com/DocumentCenter/View/42/Attachment-C---Application-for-Variance
3a.	Comment addressed. Variance not required.
4.	According to the Broward County Property Appraiser, the subject property contains multiple separated parcels. As a part of this application, said parcels will need to be combined through the Property Appraiser's office or recorded via unity of title with Broward County.
4a.	Comment addressed.
5.	Per Section 98-13(8)(j), the applicant shall provide three separate copies of a signed and sealed preliminary engineering plan set and two digital CDs, which provide basic engineering information necessary to determine site compatibility with essential services. Conceptual Engineering and drainage plan sheets need to be separated out from the submitted site plan sets. Also, ensure consistency between the site plan and engineering plans. Engineering

Development Plan Application Comments

	plans are missing certain stoops and mechanical equipment pads, which are shown on the site plan.
5a.	Comment not addressed. Conceptual engineering plan sheets are still included in the Site Plan set. Omit conceptual engineering plans from the Development Plan set and provide in a separate engineering plan set. Ensure the index provided on the Cover Sheet is updated accordingly.
5.b.	Comment addressed.
6.	Per Section 98-13(8), the plan sets need to be submitted in a specific order. Reorganize plan sheets so that the floor plan is behind the elevations. Ensure sheet index on cover page and sheet order in plans are consistent.
6a.	Comment not addressed. Relocate survey sheets in all plan sets to be in the correct order as referenced in index.
6.b.	Comment addressed.
6.c.	Comment not addressed. Although survey is listed in the correct location on the index, the survey sheets are demonstrated in front of the coverpage.
7.	Community Appearance Board approval is required prior to approval of a major site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit five (5) sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets.
7a.	Comment acknowledged.
8.	Applicant shall submit a response sheet addressing staff comment with all resubmittals.
8a.	Comment acknowledged.
9.	The Project coordinator, John Harbilas, 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.
	New Comment 3/24/20
1.	The Project coordinator, Jenna Lane, shall be the primary point of contact between the applicant and the City during the DRC process. The applicant shall not contact a City consultant without first contacting the project coordinator. Furthermore, the applicant must notify or copy via email any conversation or contact the applicant has with a separate division or department of the City.
1.a.	Comment addressed.
2.	Clouding was demonstrated on changes/corrections to the proposed work. Remove the clouding from items that have been corrected and refer to Comment 8 for on how to address staff comments.
2.a.	Comment addressed.
3.	A colored rendering was attached to the 11 x 17 plan set but was not referenced in the index. Omit rendering from the set or update the index to include the sheet with a proper label and reference title.
3.a.	Comment addressed.

Development Plan Application Comments

	NEW COMMENT 1/11/21
4.	Per Section 98-13(b)(4) Provide the following filing fee(s) as provided in the City's fee schedule (Resolution 2018/194): • Resubmittal of application after 3rd submittal (per submittal): \$300.00 Provide fee of \$600.00 payable to the City of Deerfield Beach upon resubmittal of application package.
4.a.	Comment addressed. Resubmittal fee provided.
5.	The digital copy of the application submittal was not updated to reflect corrections. Ensure all copies of the application package (both hard and digital copies) are complete and reflect all changes made to the plan set.
5.a.	Comment addressed.

B.

COVERPAGE:	
1.	Per Section 98-13(8)(a)(2) Provide the project description and scope of work.
1a.	Comment addressed.
2.	Per Section 98-13(8)(a)(3) Provide a location map showing adjacent land use and zoning and all curbs and median cuts within 300 feet.
2a.	Comment addressed.
3.	Revise sheet index to reflect the floor plan sheet after the elevation sheets.
3a.	Comment addressed.
New Comment 3/23/20	
1.	Index includes conceptual engineering sheets. Omit reference to conceptual engineering sheets from the index and remove the sheets from the plan set. (Refer to Comment 5 of Table A.- Application/General Comments.)
1.a.	Comment addressed.

C.

SURVEY:	
1.	Per Section 98-13(8)(b)(1) the survey provided was missing multiple pieces of required information. Provide original certified boundary surveys, which specify gross and net acreage or square footage. Ensure calculations on application, site plan, and survey are consistent.
1a.	Comment not addressed. Net and gross site area calculations were not demonstrated on survey.
1.b.	Comment not addressed. Provide both the net and gross site area calculations on the survey.
1.c.	Comment addressed.
1.d.	Comment not addressed. Provide both the gross and net area as defined by Code. Note: Per Code Section 98-3, gross area is the number of acres (and square footage) within a parcel of land including the building site and one-half of the area of all abutting public streets and alleys. The net area is measured within the lot lines exclusive of public or private dedications.
1.e.	Comment addressed.

Development Plan Application Comments

2.	Per Section 98-13(8)(b)(4) Provide existing recorded easements, NVAL lines, utilities and rights-of-ways. Any overhead lines must be noted.
2a.	Comment addressed.
3.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances.
3a.	Comment partially addressed. Title commitment referenced on survey does not include Lot 8. Provide title commitment for Lot 8 per Comment 3 and ensure survey is reflective of any schedule B-II encumbrances.
3.b.	Comment addressed.

D.

SITE PLAN:	
1.	Per Section 98-13(8)(c)(16) The Site data table is missing the following information. Provide existing, required, and proposed calculations or measurements for the following: ☐ Total number of parking spaces (existing, required, and proposed), including compact, and ADA accessible spaces. Provide total number of each parking space type. ☐ Building height information as stated on the site plan is incorrect and not provided ☐ Total percentage of landscaped open space (pervious area) ☐ Minimum building setback to all property lines (existing)
1a.	Comment partially addressed. See Comment 3.a.
1.b.	Comment addressed.
2.	Remove the first note under Parking Calcs as it is not necessary.
2a.	Comment addressed.
3.	Clarify what is included in Pervious area calculation. If calculation is the same as landscaped open space, include reference to "(landscaped area)" next to it in the table.
3a.	Comment not addressed. No clarification as provided for how the pervious area calculation was derived. Additionally, a separate calculation was included in the data table for the proposed landscape area but includes the reference "pervious area".
3.b.	Comment addressed.
4.	The Zoning Classification is shown as CF, however the property is zoned RS-7. Revise table. Ensure all "Required" calculations of site data are based off the RS-7 requirements in Section 98-61, including setbacks.
4a.	Comment addressed.
5.	Setback table shows the provided rear setback as 5'10" but the site plan shows the proposed addition with a rear setback as 5'8".
5a.	Comment not addressed. Site Plan drawing demonstrates demarcations for the required 15' rear setback and the 5' Side setback; however, the Setback Table does not demonstrate the correct "Provided" setback calculations as shown on the drawing. Ensure the table reflects the site plan drawing.
5.b.	Comment addressed.
6.	Site Area Calculation shows difference in existing and proposed total building

Development Plan Application Comments

	footprint as 1,673 s.f., but Building Area Calculation shows the proposed addition as 1,701 s.f. Based on the new addition dimensions, the correct s.f. would be 1,673. Ensure all plan sheets reference consistent calculations.
6.a.	Comment partially addressed. Proposed building footprint is listed as 5,600 s.f. in the Proposed Site Area Calculation and as 5,701 s.f. in the Building Area Calculation. Ensure all plan sheets are consistent and reference the correct calculation.
6.b.	Comment addressed.
7.	If both lots are being combined, the gray required setback outlines need to be shown as if it is one single irregular shaped lot, not two separate lots as shown now.
7.a.	Comment addressed.
8.	Per Section 98-13(8)(c)(2) Provide a dimensioned parking/stripping detail of each space type. Details can be provided on site plan or separate detail sheet as a part of the site plan set.
8.a.	Comment addressed.
9.	Per Section 98-13(8)(c)(7) Provide existing and proposed light pole locations.
9.a.	Comment addressed.
10.	Per Section 98-13(8)(c)(13) Provide the location of all existing and proposed fire hydrants.
10.a.	Comment addressed.
11.	Per Section 98-13(8)(c)(14) Provide the location of freestanding signs with setback measurements.
11.a.	Comment addressed.
12.	Per Section 98-13(8)(c)(6) Provide existing and proposed utility lines, easements and adjacent rights-of-ways.
12.a.	Comment addressed.
13.	Per Section 98-13(8)(c)(5) Provide proposed fences and walls, including location, construction material, dimensions, setbacks, and height. Include a dimensioned detail.
13.a.	Comment addressed.
14.	Clarify if access to grass parking will be provided off SW 3 rd Ct., as is shown on Landscape plan. If so, a dimensioned access drive needs to be shown on site plan which complies with Code requirements. Ensure site plan and landscape plan are consistent.
14.a.	Comment partially addressed. The labeled access drive appears to demonstrate a 4' setback from the side yard property line. However, the dimensions provided appear to be skewed and not measured along the property lines. Revise the plans to demonstrate the correct dimensions for the proposed access drive. Additionally, the proposed material for the access drive was not provided on plans. Per 98-19(20) <i>Driveways that are to be located in public right-of-way and utility easements shall be constructed of concrete or asphaltic concrete in accordance with the standard engineering specifications of the city.</i> Ensure that materials for all parking areas and driveways are provided on plans.
14.b.	Comment not addressed. Provide proposed driveway material on site plan.
14.c.	Comment addressed.
15.	Remove striping for grass parking area from plan. Parking curbs and numbers can remain.
15.a.	Comment addressed.
16.	Provide width of proposed driveway along property line that has access to SW 2 nd Ave.

Development Plan Application Comments

16.a.	Comment not addressed. Provide width of proposed driveway along property line that has access to SW 2 nd Ave.
16.b.	Comment addressed.
17.	Per Schedule C – Parking Space Size and Configuration, provide minimum 30 inch separation from wheel stop to edge of pavement in each parking space. Add dimension to plan.
17a.	Comment addressed.
18.	Parking space #11 appears to encroach into the paved access drive. Consider making a compact space to avoid conflict with two-way access when a vehicle is parked in that space.
18.a.	Comment addressed.
19.	Original site plan showed an occupancy of 184. Submitted site plan shows an occupancy calculation of 192 for the sanctuary. Clarify discrepancy, as an increase will require additional parking beyond the approved 23 space variance.
19.a.	Comment addressed. Additional 96” pews included in previous calculation have been removed.
New Comment 3/25/20	
1.	Remove site plan drawing from SP2.
	Comment addressed.
2.	A dimension of 301.44’ is demonstrated within the existing sidewalk along SW 3 rd Ct. with the note “N.T.S.”. Update the plans to ensure all measurements and dimensions are to scale.
3.	Comment addressed.
4.	Standard spaces are demonstrated on SP2 as 18’ in length. Per Schedule C, standard parking spaces are required to be 10’x20’ and 9’x18’ for compact.
5.	Comment addressed.
6.	Revise the SP1 and all applicable sheets to correctly label SW 4 th St.
6.a.	Comment addressed.
7.	Remove setback lines/hatchings labeled “5’ Front Setback” demonstrated along the east and west property lines of parking area.
7.a.	Comment addressed.
New Comment 9/16/20	
8.	Provided setbacks do not reflect proposed property lines along SW 2 nd Ave and SW 4 th St. Revise the site plan drawing and <i>Setback Table</i> to demonstrate the setbacks reflective of the proposed property lines.
8.a.	Comment addressed.
9.	Provide setback dimensions for the new stoops demonstrated along the east portion of the proposed addition. Note that per Code Section 98-73(3), the stoops are required to be a minimum of 2 feet from the side yard property lines.
9.a.	Comment addressed. Proposed stoops removed from site plan.
10.	Parking calculations are not reflective of the occupancy calculations. Update the parking calculations to ensure the required amount of parking reflects the occupancy.
10.a.	Comment addressed.

E. ELEVATIONS:

1.	Include note that signage will be submitted under separate permit.
----	--

Development Plan Application Comments

1a.	Comment addressed.
2.	Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate concealment.
2.a.	Comment not addressed. Per Section 98-13(8)(d)(3) Show the location of all mechanical equipment showing adequate screening.
2.b.	Comment not addressed. Landscaping shown without the proposed mechanical equipment.
2.c.	Comment addressed.
3.	Provide colored elevations of proposed building, can be in the 11 x 17 set and digital versions.
3.a.	Comment partially addressed. Elevations on 11x17 set are demonstrated in black and white but include a color legend. Colored elevations of proposed building in the 11 x 17 set and digital versions are required for CAB.
3.b.	Comment acknowledged.
4.	Per Section 78-7(b)(7) A coordinated palette of colors, with a minimum of two colors shall be proposed for each building and associated structures, that includes one primary color and at least one secondary color, a range of minor accent colors, or all three types of colors. Bright or brilliant colors shall be minimized and may be used only for accents and must be compatible with the overall color scheme.
4a.	Comment not addressed. "November Rain" Benjamin Moore OC-50 is shown on a color legend but is not demonstrated on the color schedule or elevations. Revise elevation sheet to demonstrate all proposed colors.
4.b.	Comment partially addressed. Secondary color "November Rain" and "Super White" are not distinguishable. Propose a secondary color that is compatible with overall color scheme.
4.c.	Comment addressed.
New Comment 3/25/20	
1.	Sheet A2- New Building Elevations label A2.03 as "Existing South Elevation". Revise label to identify the elevation as proposed.
1.b.	Comment addressed.
2.	Height is measured incorrectly. Per 98-3 height is <i>measured from the finish grade at the center of the front of the building to the mean heights level between eaves and ridges for gable, hip and gambrel roofs.</i> Revise elevations and site data table to include height as defined by Code.
2.a.	Comment not addressed.
2.b.	Comment addressed.
3.	Proposed monument sign detail was not provided. Provide monument sign detail on plans.
3.a.	Comment not addressed. Confirm whether monument sign is proposed, as it is no longer shown on the plans. If signage is no longer proposed, remove notations relating to signage.
3.b.	Comment addressed.
NEW COMMENT 9/16/20	
4.	Clarify the green shapes demonstrated below aluminum railings on north and west elevations.
4.a.	Comment addressed.
NEW COMMENT 1/11/21	

Development Plan Application Comments

5.	Proposed monument sign demonstrated does not meet Code. However, the removal of the existing sign allows for bonus incentives for the new sign. Revise the proposed signage to ensure that the sign face (i.e. "illuminated area") is no greater than 22.5 S.F. in area. Note per Code Section 102-13(10)(b)2., the sign may not exceed 7 feet in height, 37.5 square feet in total area, and 22.5 square feet of sign face area within the sign structure.
5.a.	Comment addressed.
6.	Per 102-9(c)(1) demonstrate required landscaping for proposed signage on elevation detail A2.05. Ensure consistency in landscaping demonstrated on landscape plan and elevation sheet.
6.a.	Comment addressed.

F.

LANDSCAPING PLAN:	
1.	The finished floor elevation of the existing and proposed buildings as shown on the landscape plan needs to be consistent with the elevations shown on the site plan and civil drawings.
1.a.	Comment addressed.
	NEW COMMENT 9/16/20
2.	Landscape plan is inconsistent with other sheets within plan set. Ensure landscape plan is consistent with all sheets within plan set.
2.a.	Comment not addressed. Landscape plan must demonstrate new signage.
2.b.	Comment addressed.

G.

PHOTOMETRIC PLAN:	
1.	Per Section 98-13(8)(h)(6) Provide the details of all proposed light fixtures and light poles, showing maximum height, material and color.
1.a.	Comment not addressed.
1.b.	Comment not addressed. Provide material and color of proposed lighting fixtures. Additionally, the wall mounted lighting was not included on the photometric plan. Ensure all lighting is included on photometric plan sheet.
1.c.	Comment addressed.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Deerfield Church of Christ	Application No.:	88-RS7-3 Rev 1
Reviewer Name:	Harold Hoyte		
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	2/25/21		
Submittal No.:	5		

A. LANDSCAPING PLAN:

LANDSCAPING PLAN:	
1.	Add new free-standing sign shown on the site plan to the landscape plans.
1.a	Comment addressed. 2/25/21
2.	Add landscape around <i>the sign per</i> Section 102-9(c).
2.a	Comment addressed. 2/25/21



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Rev. 1 Deerfield Church of Christ - Major Site Plan	Application No.:	88-RS7-3
Reviewer Name:	Alfonso Orellana	Project Address:	360 NW 2nd. Ave.
Department/Division:	Environmental Services		
Position:	Plans Reviewer		
Date of Review:	03-24-20		
Submittal No.:	3		

A.

SITE PLAN:	
1.	Per Sec. 98-13. (j)(ii) - Requirements for development review— Development plan submittal, provide “Preliminary flood routing and water quality calculations supporting the surface water management elements,..”
1.a	COMMENT NOT ADDRESSED
1.b	COMMENT TO BE ADDRESSED AT TIME OF ENGINEERING PERMIT APPLICATION SUBMITTAL.
2.	Provide a driveway per City of Deerfield Standard Detail R-4 (attached) for the proposed SW 3rd. Court grass parking ingress / egress access drive.
2.a	COMMENT ADDRESSED
3.	Per City of Deerfield Beach Ordinance Section 98-19(5) of the Land Development Code a 5 ft. right-of-way dedication (for a total of 30 Ft. from the centerline of abutting streets) will be required at the time of Site Plan approval application.
3.a	COMMENT ADDRESSED. DEDICATION PENDING.
4.	Dedicate a minimum 25' Radius intersection of SW 2nd Avenue and SW 4th Street together with the 5 ft. right-of-way dedication described in comment no. 3, above.
4.a	COMMENT ADDRESSED. DEDICATION PENDING.
5.	Provide Curb Ramp connector and pedestrian crosswalk at the intersection of SW 2nd Avenue and SW 4th Street per FDOT Standard Plans- 2020-21 details and specifications.
5.a	COMMENT ADDRESSED
6.	Correct references to SW 4th Street on Sheets CS and SP1
6.a	COMMENT ADDRESSED

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Deerfield Church of Christ.	Application No:	88-RS7-3 Rev-1
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	10/07/2019		
Submittal No.:			

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 360 SW 2 nd Avenue Deerfield Beach FL 33441, has been reviewed by the Sustainable Management Department (Recycling and Solid Waste Management Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	DEERFIELD CHURCH OF CHRIST	Application No.:	88-RS7-3 REV 1
Reviewer Name:	CAPTAIN MIKE HEFFERON		
Department / Division:	FIRE PREVENTION BSO		
Position:	CAPTAIN		
Date of Review:	10/03/19		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	SITE PLAN IS APPROVED AS SUBMITTED
----	------------------------------------



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: FAMILY HALL ADDITION

Property Owner: DEERFIELD CHURCH OF CHRIST

Applicant (if different from Owner): _____

Agent (if different from Owner/Applicant): HENDRIK S. DeMELLO, AIA

Address of Property: 360 SW 2nd AVE.

Legal Description of Property (lot, block, tract, subdivision): LOTS 8, 10, 11 & 12, BLOCK 7, CARVER HEIGHTS, AS RECORDED IN PLAT BOOK 25, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Description of Project: FAMILY HALL ADDITION TO EXISTING CHURCH

New Development (Y/N):	<u>No</u>	☒	Modification to Existing Development (Y/N):	<u>Yes</u>	☒
Zoning District:	<u>CF</u>		Future Land Use Category:		
Existing Use:	<u>CHURCH</u>		Proposed Use:	<u>CHURCH</u>	
Lot Area (acres):	<u>0.64</u>		Number of Dwelling Units (proposed):	<u>N/A</u>	
Sq. Ft. of Structure (existing):	<u>4,000</u>		Sq. Ft. of Structure (proposed):	<u>5,670</u>	

Agent Signature: [Signature]
Name Printed: HENDRIK S. DeMELLO, AIA

Address: 911 SW 18th ST.
BOCA RATON, FL. 33486

Telephone: (954) 224-2952

Email: hdemello@demello-arch.com

Owner Signature: [Signature]
Name Printed: HENRY WARD

Address: 360 SW 2nd AVE.
DEERFIELD BEACH, FL. 33411

Telephone: (954) 494-1312

Email: henrylward@hotmail.com





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, HENRY L. WARD, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

Henry Ward
Signature

Date 9-22-19

Sworn to and subscribed before me this 22nd day of September, 20 19.

By:

Rosemary Evans Baker
Notary Public, State of Florida
My Comm. Expires Aug 24, 2021
Bonded through National Notary Assn.

Produced as ID: —

Personally Known





DISCLOSURE AFFIDAVIT

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- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

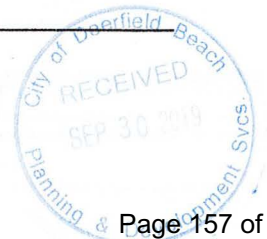
(Attach additional sheets as needed for each item.)

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

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, HENDRIK S. DeMELLO, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]
Signature

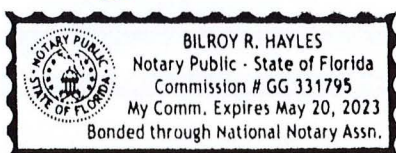
Date 09/17/19

Sworn to and subscribed before me this 17 day of SEPTEMBER, 20 19.

By:

Bilroy R. Hayles
[Signature]
Notary Public, State of Florida

Produced as ID: KNOWN TO ME



FAMILY HALL ADDITION FOR

DEERFIELD CHURCH OF CHRIST

FOLIO # 4842 01 03 1000

FOLIO # 4842 01 03 0980

360 SW 2nd AVE.

DEERFIELD BEACH, FL 33441

BUILDING INFORMATION:

BUILDING CODE:

MASONRY WALLS
WOOD ROOF JOISTS

BUILDING CODE:

FLORIDA BUILDING CODE - 6th EDITION (2017)
ADDITION TO EXIST. BUILDING
NEC 2011
LIFE SAFETY 101, 2012 EDITON
BROWARD CO. LOCAL AMENDMENTS TO THE FIRE CODE, 2014

DATA:

OCCUPANCY:	GROUP 'A-3'
CONSTRUCTION TYPE:	TYPE V-B'
NUMBER OF STORIES:	1
BUILDING HEIGHT:	(+/-) 16'-0"
AREA OF WORK:	(+/-) 2,780 SF

PROJECT INFORMATION

OWNER/APPLICANT

DEERFIELD CHURCH OF CHRIST
HENRY L. WARD
360 SW 2nd AVE.
DEERFIELD BEACH, FL. 33441
(954) 444-1312

ARCHITECT

DeMELLO ARCHITECTURE, INC.
411 SW 18th Street
Boca Raton, FL. 33486
Tel.: (954) 224-2452

SURVEYOR

LANDTEC SURVEYING, INC.
600 Fairway Dr. Suite 101
Deerfield Beach, FL. 33441
Tel.: (561) -367-3587

LANDSC. ARCHITECT

H. KURT KETTLEHUT AND ASSOCIATES, INC.
227 Goolsby Blvd.
Deerfield Beach, FL. 33442
Tel.: (954) 426-4305

CIVIL ENGINEER

MUNSON DESIGN AND CONSULTING, INC.
P.O.Box 771058
Coral Springs, FL. 33011
Tel.: (954) 340-5241

DRAWING INDEX

ARCHITECTURAL

CS	COVER SHEET, LOCATION MAP, VICINITY MAP BUILDING CODE INFORMATION & GENERAL NOTES
SUR	PROPERTY SURVEY
SP1	SITE PLAN, SITE DATA AND LEGAL DESCRIPTION
SP2	HC SIGN AND PARKING DETAILS, FENCE DETAIL
A1	EXISTING BUILDING ELEVATIONS
A2	PROPOSED BUILDING ELEVATIONS
A3	PROPOSED FLOOR PLAN

LANDSCAPE

LA-1	LANDSCAPE PLANTING PLAN
LA-2	LANDSCAPE IRRIGATION PLAN

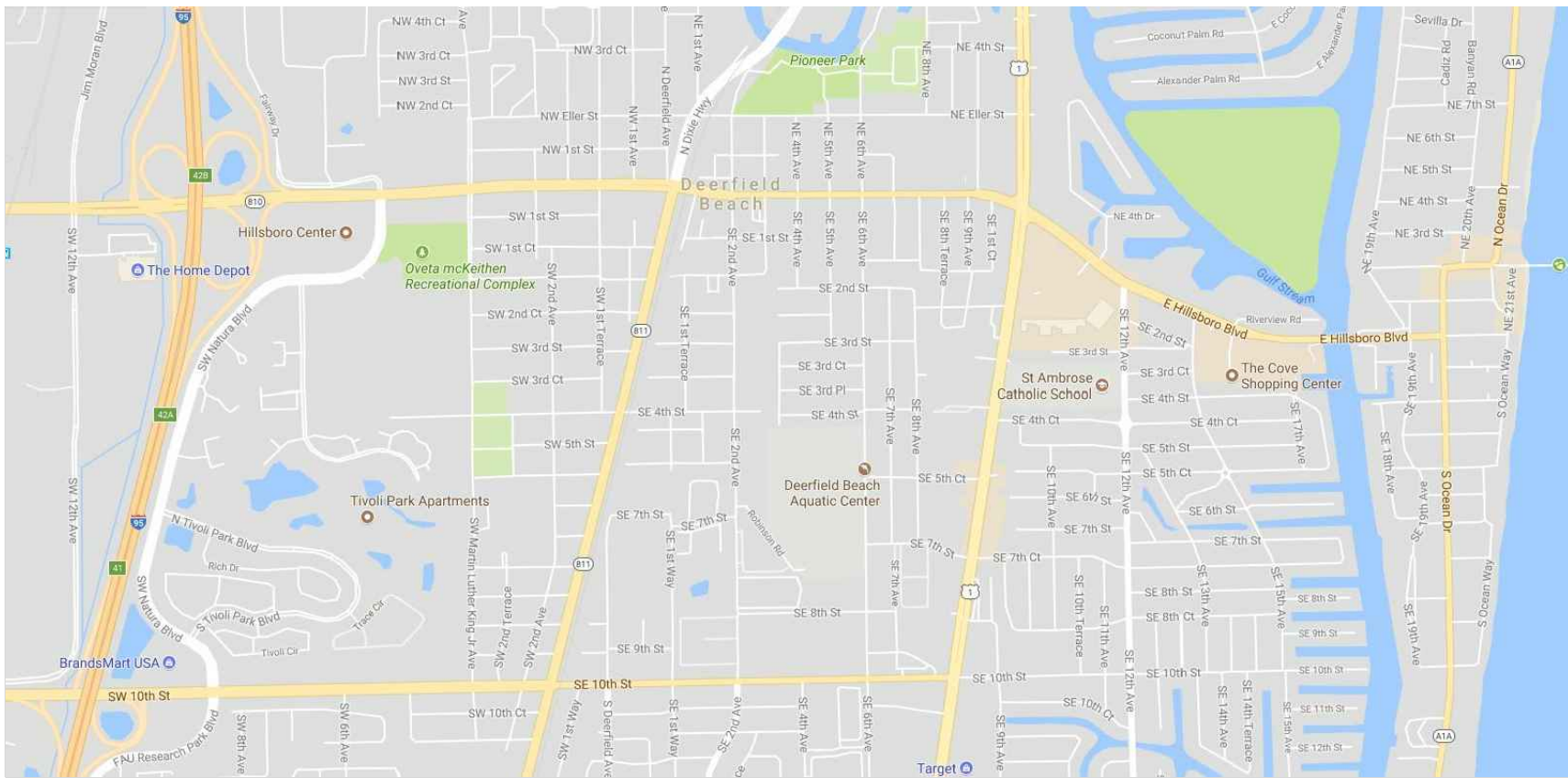
ELECTRICAL

PH	PHOTOMETRIC PLAN
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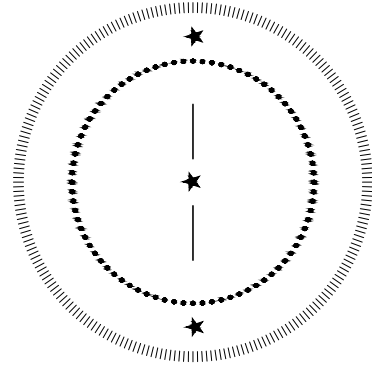
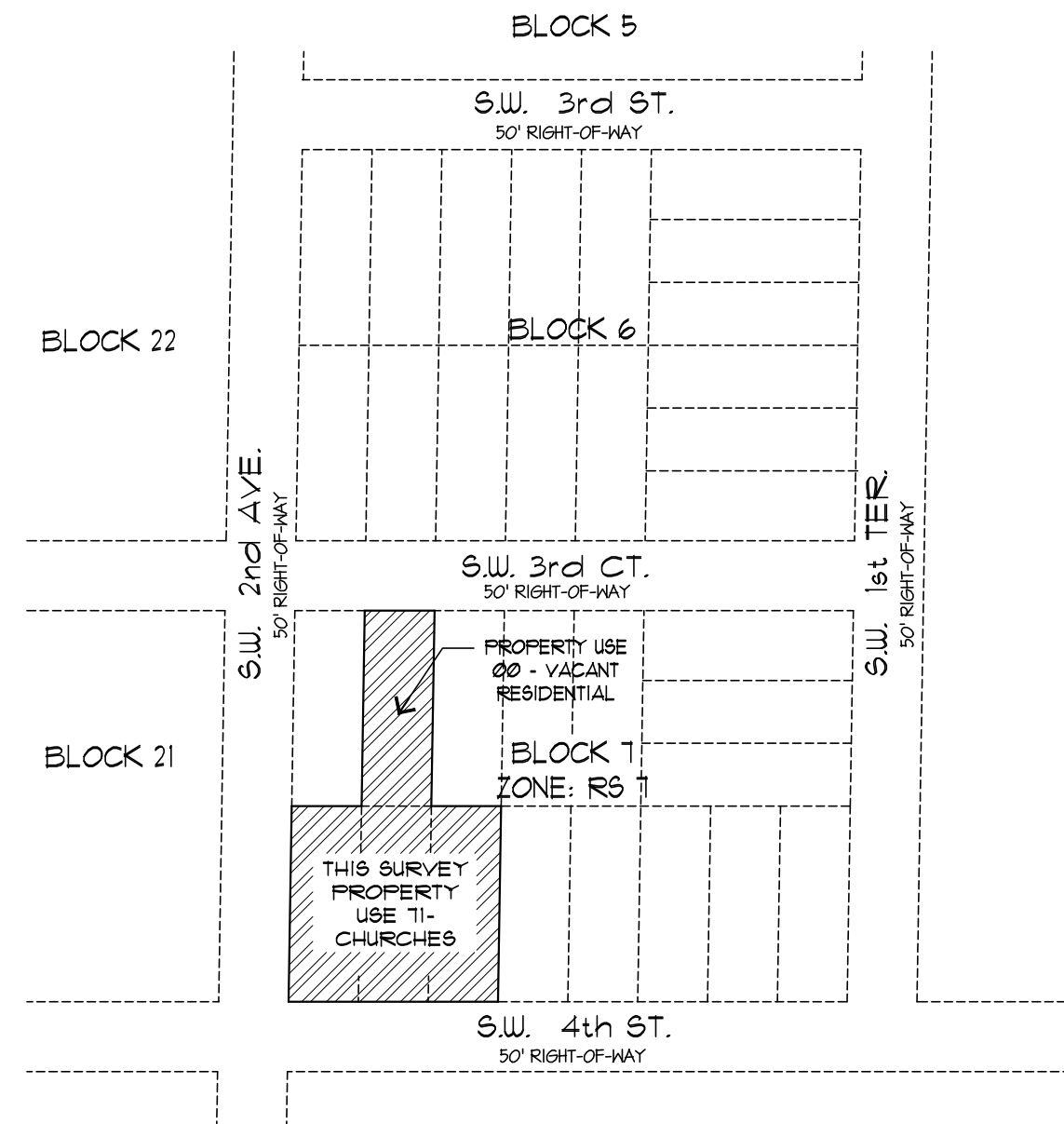
PROJECT DESCRIPTION

THE PROJECT CONSISTS OF A 1,700 SF FAMILY HALL
ADDITION TO AN EXISTING 4,000 SF SANCTUARY BUILDING.
THE SITE WILL BE UPGRADED TO NEW STANDARDS FOR
LANDSCAPE, DRAINAGE & LIGHTING.

VICINITY MAP



LOCATION MAP



MEMBER:
AMERICAN
INSTITUTE OF
ARCHITECTS
AA26001907

DeMELLO
ARCHITECTURE

911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952

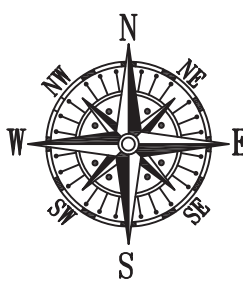
FAMILY HALL ADDITION FOR
DEERFIELD CHURCH OF CHRIST
FOLIO # 4842 01 03 1000
360 SW 2nd AVE.
DEERFIELD BEACH, FL. 33441



JUN. 18, 2017

17-134

CS



SCALE: 1"=30'



Survey Related Information

LEGAL DESCRIPTION:

Lot 8, 10, 11 & 12, Block 7, CARVER HEIGHTS,
according to the plat thereof as recorded in Plat
Book 25, Page(s) 41, of the Public Records of
Broward County, Florida.

PROPERTY ADDRESS:

360 SW 2ND AVENUE
DEERFIELD BEACH, FL 33441

INVOICE NUMBER: 87195-SE

DATE OF FIELD WORK: 08/19/2019

CLIENT FILE:

CERTIFIED TO
TUOWE MURPHY

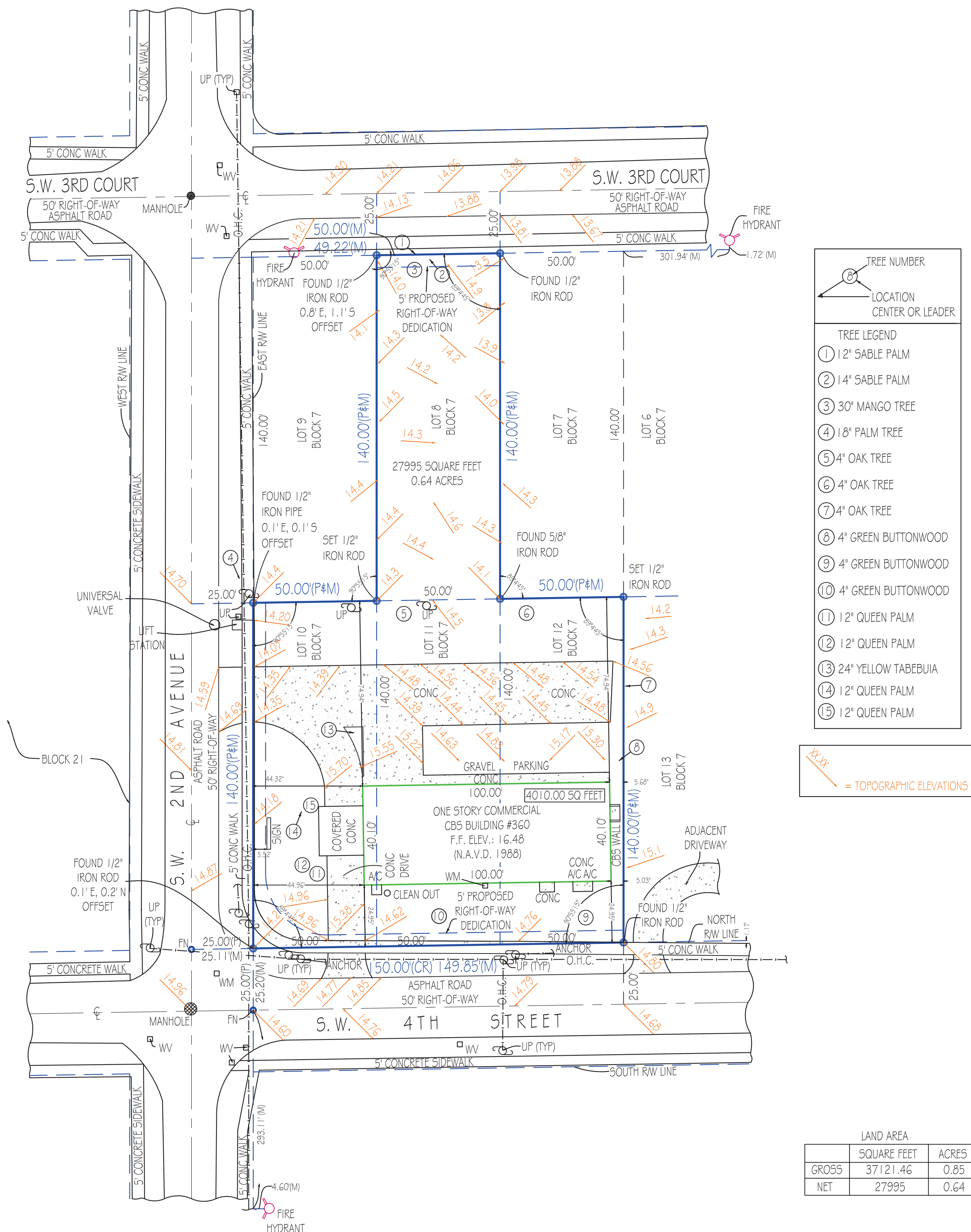
FLOOD ZONE: X/AH

FLOOD MAP: 12011C

PANEL: 0178

SUFFIX: H

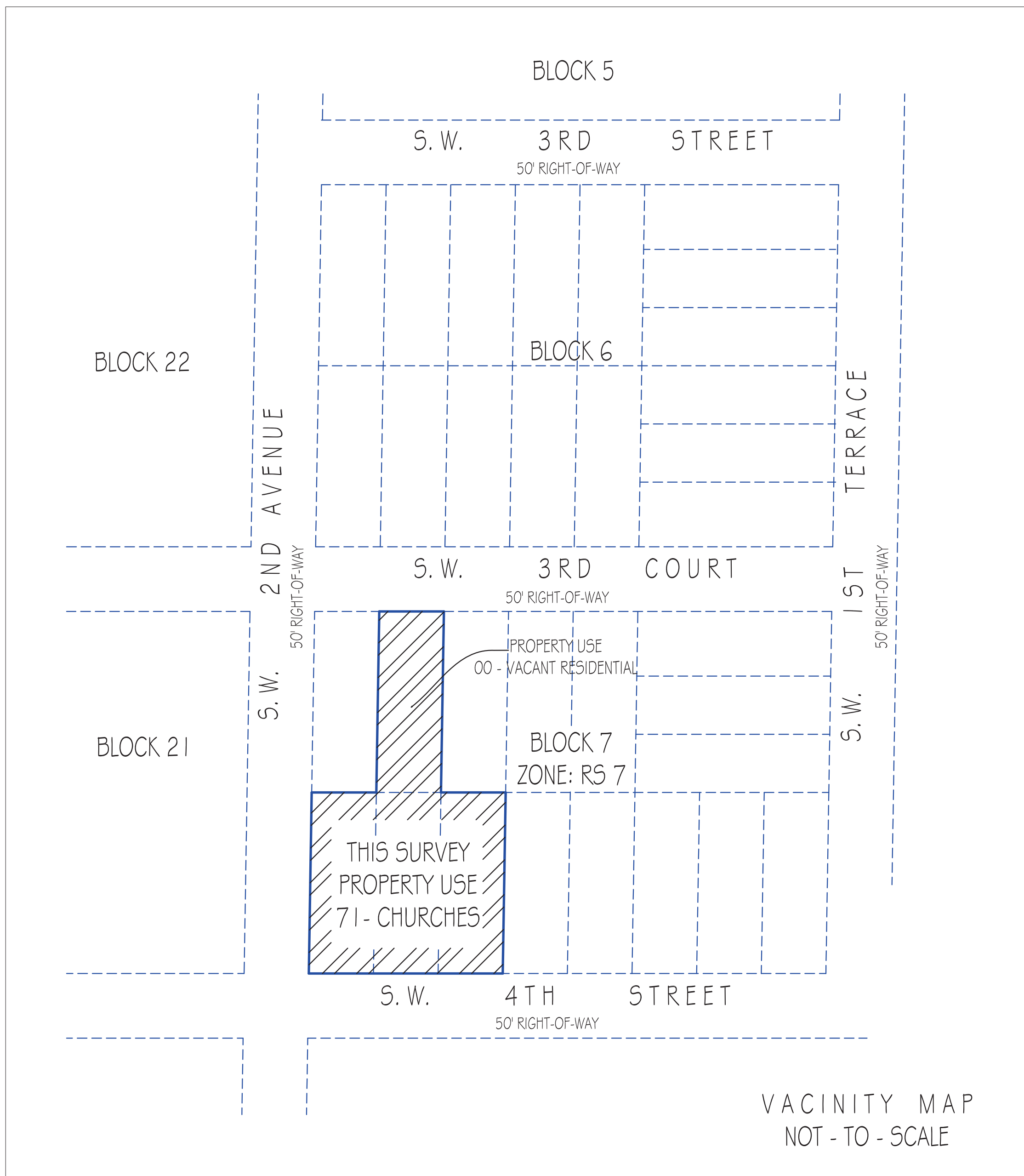
PANEL DATE: 08/18/2014



	SQUARE FEET	ACRES
GROSS	37121.46	0.85
NET	27995	0.64

SCHEDULE B-4 TITLE COMMITMENT REVIEW FINDINGS
PER TITLE COMMITMENT ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY; REVISED DATE: MAY 22, 2020 AT 1:02 P.M.
FILE NO. 20065145

ITEM NO.	O.R.B.-PAGE	AFFECTS?	PLOTTED?	COMMENTS
1	NA	Y	N	NOT A SURVEY MATTER HEREON
2	NA	N	N	NO FACTS DISCLOSED
3	NA	Y	N	RIGHTS OR CLAIMS
4	NA	Y	N	NOT A SURVEY MATTER HEREON
5	NA	N	N	EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS
6	NA	Y	N	NOT A SURVEY MATTER HEREON
7	PLAT BOOK 25, PAGE 41	Y	Y	DEDICATIONS CONTAINED ON THE PLAT OF CARVER HEIGHTS AS RECORDED IN PLAT BOOK 25, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA
8	ORB 974, PG 327	Y	N	RESTRICTIONS CONTAINED IN THE WARRANTY DEED RECORDS NOT AVAILABLE
9	NA	Y	N	RIGHTS OF TENANTS IN POSSESSION, AS TENANTS ONLY, UNDER PRIOR UNRECORDED LEASES



Surveyors Certificate

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS OUTLINED IN CHAPTER 54-17.061 & 54-17.062 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007, FLORIDA STATUTES, AND THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES AS SET FORTH IN CHAPTER 54-17.06, PURSUANT TO SECTION 472.005, FLORIDA STATUTES, Date of Plat or Map:



Digitally signed by Andrew Snyder

DN: c=US, o=LANDTEC SURVEYING

INC, ou=01410C0000017474439600

000000, cn=Andrew Snyder

Adobe Acrobat version:

SIGNED: 2021.001.20145

DATE: 04/12/2021

ANDREW SNYDER, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 56519, NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE

Elevations, if shown: Benchmark: BGM 2644 Elevations: -10.22 Benchmark Datum: N.G.V.D. 1929 Elevations on Drawing are in: N.G.V.D. 29 or N.A.V.D. 83

Surveyor's Notes

1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED.
2. AS INDICATED ABOVE, UNDER PURPOSE OF SURVEY, IF THIS SURVEY HAS BEEN PREPARED FOR A PURCHASE OR REFINANCE, ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES, AND IS NOT INTENDED FOR USE IN DESIGN OR CONSTRUCTION PURPOSES. RECIPIENTS MUST CONTACT OUR OFFICE FOR APPROVAL PRIOR TO SUCH USE. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
3. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THEIR GENERAL POSITION ONLY. FENCE TIES SHOWN ARE TO GENERAL CENTERLINE OF FENCE. THIS OFFICE WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF, OR CHANGES MADE TO, ANY FENCES UNLESS WE HAVE PROVIDED A SURVEY SPECIFICALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
4. GRAPHIC REPRESENTATIONS MAY HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE MEASURED RELATIONSHIPS - DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
5. UNDERGROUND IMPROVEMENTS HAVE NOT BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
6. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D. 1929) OR NORTH AMERICAN VERTICAL DATUM (N.A.V.D. 1988) AS SHOWN ON SHEET 1.
7. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE FIELD MEASURED AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
8. ANY CORNERS SHOWN AS 'SET' HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK, OR WILL BE SET WITHIN 5 BUSINESS DAYS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LS (LICENSED SURVEYOR) #5639.

Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client):
IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE
- NONE FOUND

Bearing Basis

NONE. RECORD INFORMATION LACKS ANGULAR DATA.
ALL ANGULAR DATA SHOWN BASED UPON FIELD OBSERVATION ONLY.

NOTE: ALL EASEMENTS AND RIGHT-OF-WAY RECORD, RECORDED AND VISIBLE AFFECTING THE HEREON DESCRIBED PROPERTY ARE SHOWN PER THE PLAT OF CARVER HEIGHTS (PB 25, PG 41) AND SCHEDULE B-4 OF ISSUES STEWART TITLE GUARANTY COMPANY FILE NO. 190594. COMMITMENT DATE: 01/03/1987 TO 01/03/2019 @ 0600 AM

Symbols (Some items in legend may not appear on drawing - Not to Scale)

UTILITY POLE	WELL	HANDICAP SPACES
LIGHT POLE	CENTER LINE	
CATCH BASIN	PARTY WALL	
FIRE HYDRANT	AIR CONDITIONER	
MANHOLE	SEPTIC LID	
WATER VALVE	ELEV. SHOT	
WATER METER		
	SEC. QTR. CORNER	
	SECTION CORNER	

Line types

BOUNDARY	
BUILDING	
EASEMENT	
CHAIN LINK FENCE	
WOOD FENCE	
PLASTIC FENCE	
OVERHEAD CABLE	

Abbreviation Legend (Some items in legend may not appear on drawing)

A or AL = ARC LENGTH	EL or ELEV = ELEVATION	PI = POINT OF INTERSECTION	R = RADIUS
CA = CENTRAL ANGLE	EM = ELECTRIC METER	PT = POINT OF TANGENCY	SEC = SECTION
CATV = CABLE TV RISER	FR = FOUND IRON ROD	PC = POINT OF CURVE	TWP = TOWNSHIP
CF = CALCULATED FROM FIELD	FN = FOUND NAIL	PRC = POINT OF REVERSE CURVE	RNG = RANGE
CR = CALCULATED FROM RECORD	FND = FOUND	PCC = POINT OF COMPOUND CURVE	QTR = QUARTER
CH = CHORD DISTANCE	L = LEGAL DESCRIPTION	PBG = POINT OF BEGINNING	TR = TELEPHONE RISER
C/O = CLEANOUT	M = MEASURED	POC = POINT OF COMMENCEMENT	UE = UTILITY EASEMENT
CONC. = CONCRETE	OHC = OVERHEAD CABLE	PH = POOL HEATER	UP = UTILITY POLE
DE = DRAINAGE EASEMENT	P = PLAT	PP = POOL PUMP	WM = WATER METER
WM = WATER VALVE			

Job Number:	Revision	Tech
87195-SE	07/29/2019	B. ZAB
Drawn By: C. FERRARA	06/12/2020	TITLE REVIEW
Date	Revision	Tech
03/11/2019	TOPO/TREE UPDATE	CF
07/12/2019	SURVEY UPDATE	CF

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481 E. Hillsboro Blvd. Ste 100-A
Deerfield Beach, FL 33441

Office: (561) 367-3587 Fax: (561) 465-3145

www.LandtecSurvey.com

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SITE AREA CALCULATION							
APPROVED SITE PLAN				PROPOSED SITE PLAN			
TOTAL SITE	21,000 S.F.	100 %	(0.48 ACRES)	TOTAL SITE	21,995 S.F.		
BUILDING FOOTPRINT	4,000 S.F.	19.5 %		TOTAL SITE LESS R/W DEDIC.	26,182 S.F.	100 %	(0.60 ACRES)
PAVED AREA	5,702 S.F.	27.5 %		BUILDING FOOTPRINT	5,673 S.F.	21.8 %	
SIDEWALKS, STOOPS, ETC	401 S.F.	0.02 %		PAVED AREA	6,013 S.F.	23.0 %	
PERVIOUS (LANDSC.) AREA	10,847 S.F.	52.48 %	(0.25 ACRES)	SIDEWALKS, STOOPS, ETC	840 S.F.	3.2 %	
IMPERVIOUS AREA	10,103 S.F.	48 %	(0.23 ACRES)	PERVIOUS AREA (INCLUDES GRASS PARK'G)	13,656 S.F.	52.0 %	(0.32 ACRES)
				IMPERVIOUS AREA	12,526 S.F.	48.0 %	(0.28 ACRES)
				LANDSC. OPEN SPACE (NOT INCLUDING GRASS PKG)	6,907 S.F.	26.4 %	(0.16 ACRES)

BUILDING AREA CALCULATION	
EXIST. BUILDING GROSS AREA	= 4,000 S.F.
PROPOSED ADDITION	= 1,673 S.F. (42.0 %)
TOTAL	= 5,673 S.F.

OCCUPANCY CALCULATIONS	
SANCTUARY (1 PERSON EVERY 18") (LENGTH OF Pews / 18") x NUMBER OF PEWS	-
(120" / 18") x 27	180
TOTAL OCCUPANTS	180

ZONING INFORMATION	
ZONING CLASSIFICATION	RS-7
PROPOSED LAND USE	CHURCH

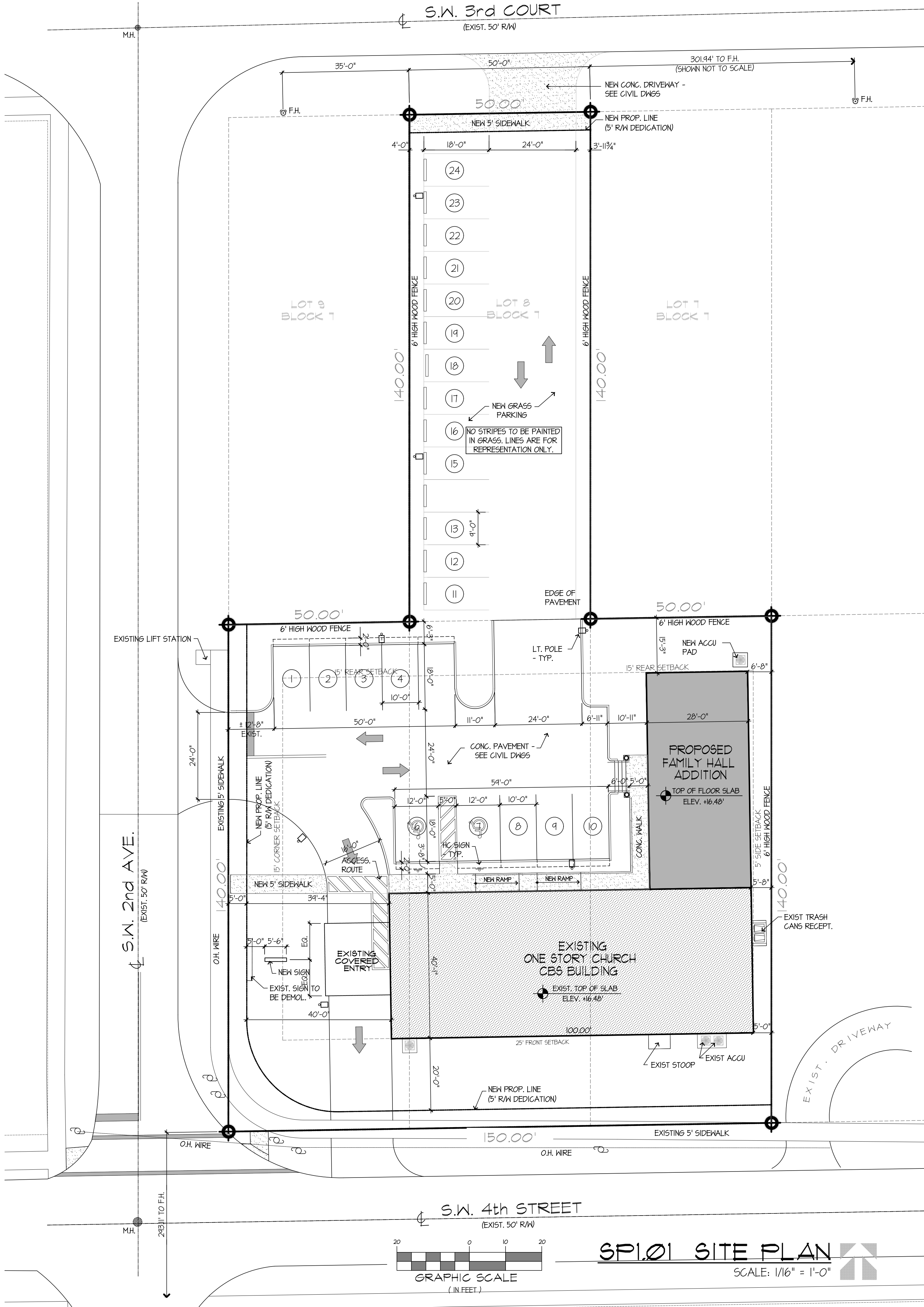
LEGAL DESCRIPTION	
LOT 8, 10, 11 & 12, BLOCK 7, CARVER HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, PAGE(S) 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.	
FLOOD ZONE: X/AH BASE FLOOD ELEVATION: NAVD COMMUNITY NUMBER: 125101	

PROPERTY OWNER	
DEERFIELD CHURCH OF CHRIST 360 S.W. 2ND AVE. DEERFIELD BEACH, FLORIDA 33441	

BUILDING HEIGHT	
EXIST. BUILDING:	= 15'-5"
PROPOSED ADDITION:	= 14'-1"

SETBACK TABLE			
	EXISTING	REQUIRED	PROVIDED
FRONT YARD	25'-0"	25'-0"	20'-0"
CORNER YARD	27'-0"	15'-0"	22'-0"
REAR YARD	75'-0"	15'-0"	15'-3"
SIDE YARD	5'-0"	5'-0"	5'-0"

PARKING CALCULATIONS	
ONE SPACE FOR EACH 4 SEATING SPACES IN THE MAIN AUDITORIUM OR CHAPEL AREA (EVERY 4 OCCUPANTS / 4)	45
TOTAL PARKING REQUIRED	45
TOTAL PARKING EXISTING	23
TOTAL PARKING PROVIDED	24
HANDICAP SPACES	2
COMPACT SPACES	14
STANDARD	8



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FAMILY HALL ADDITION FOR
DEERFIELD CHURCH OF CHRIST
FOLIO # 4842 01 03 1000
360 SW 2nd AVE.
DEERFIELD BEACH, FL. 33441
drawing name:
SITE PLAN, SITE DATA & LEGAL DESCRIPTION

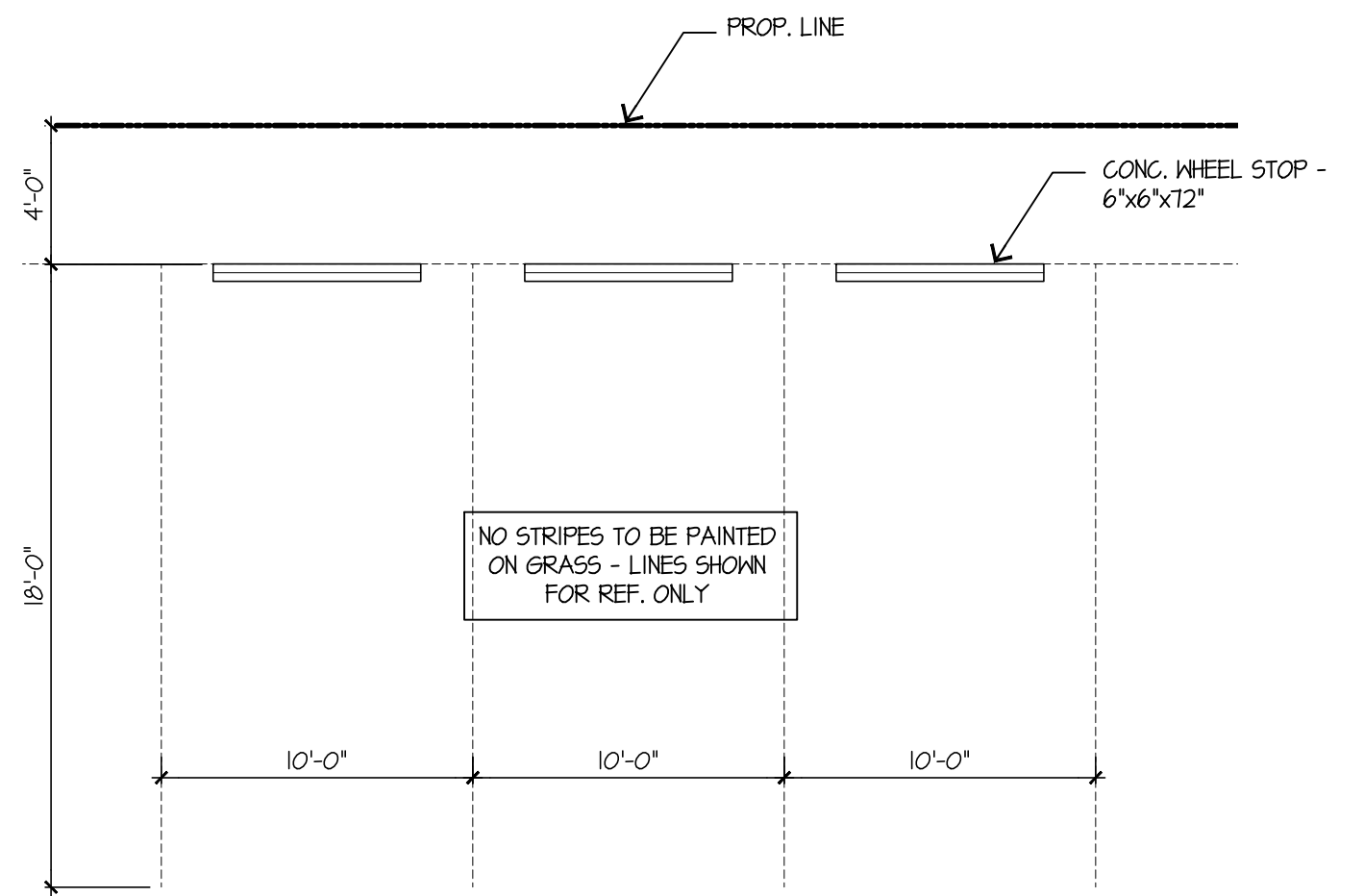
consultant
DON
DESIGN
GROUP

revisions

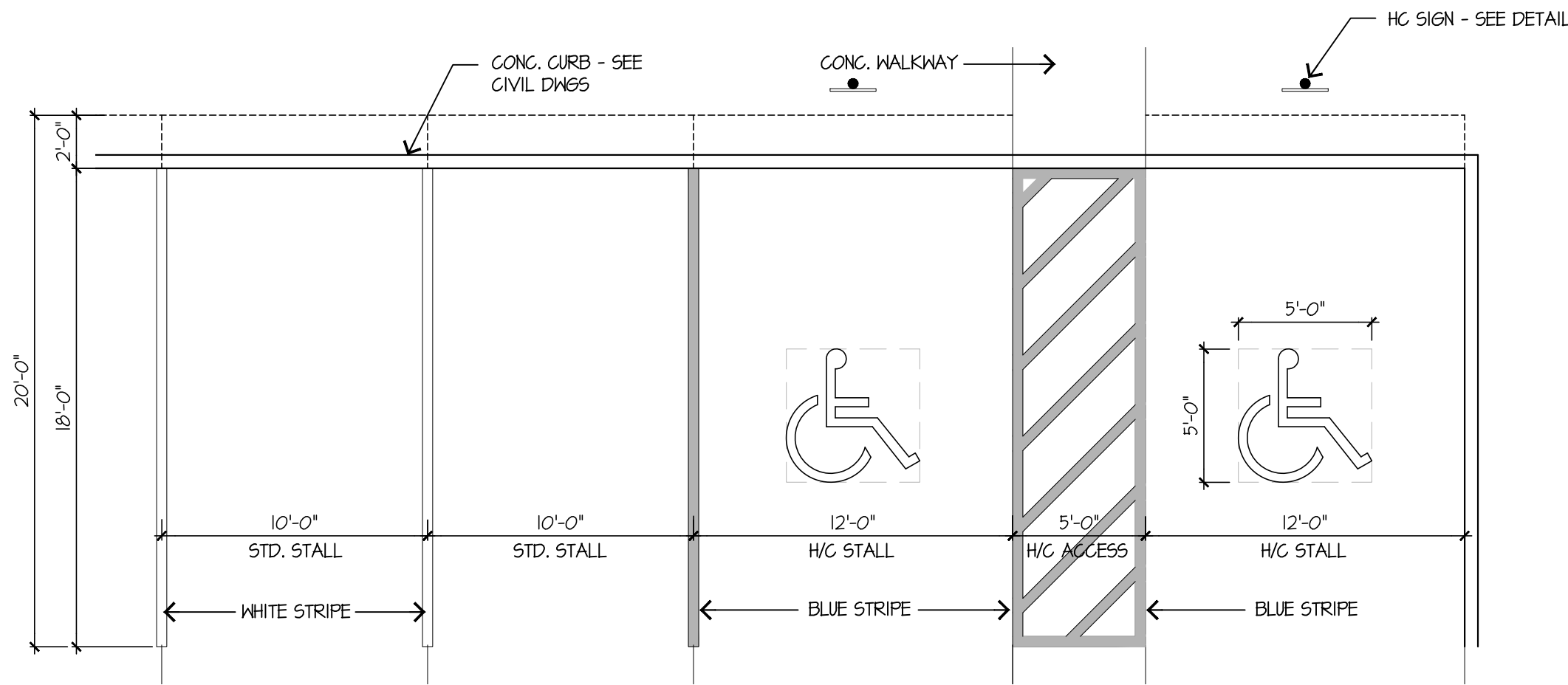
date JUN. 18, 2017
project # IT-134
sheet

of 14 sheets

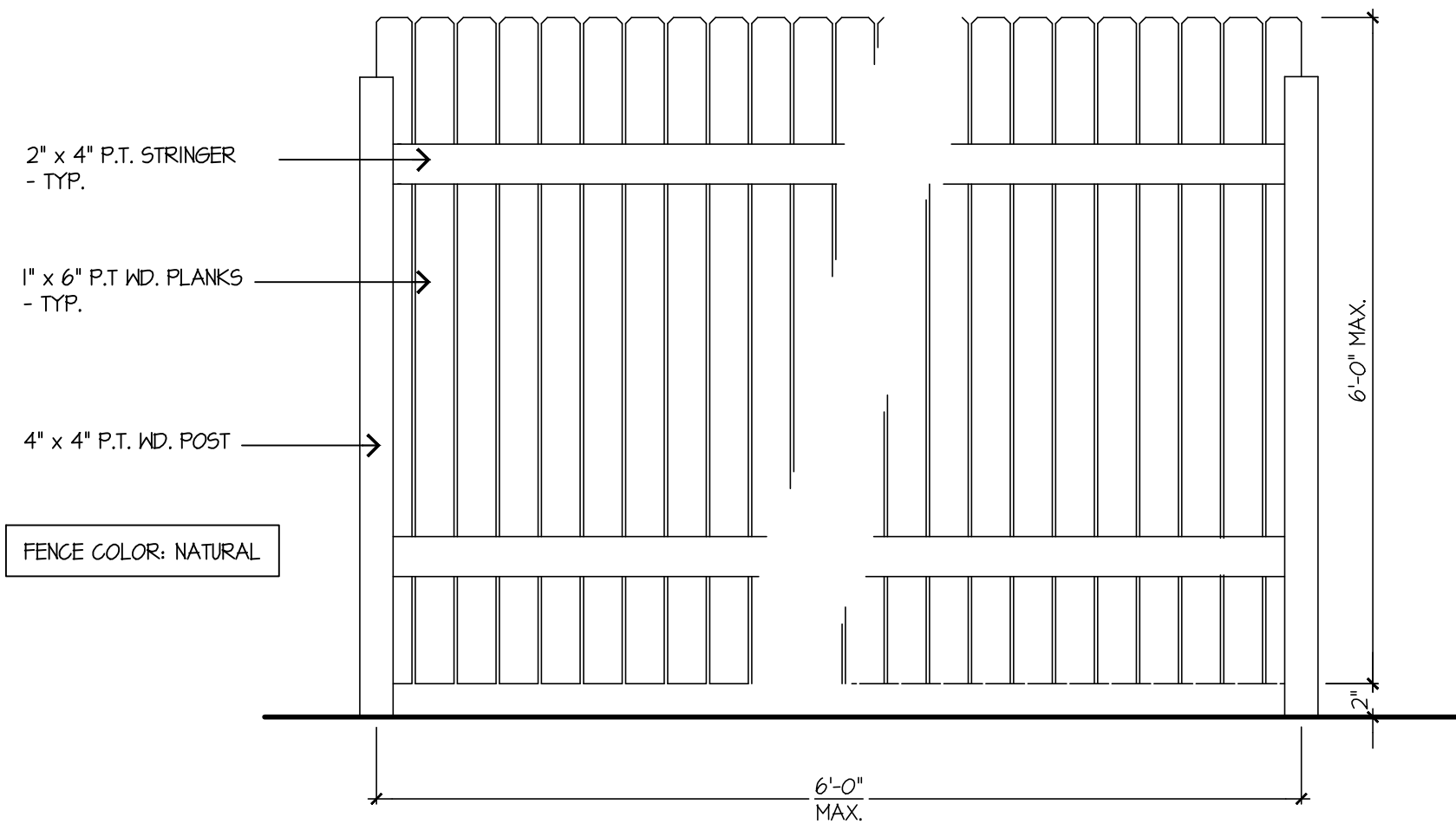
Page 161 of 350



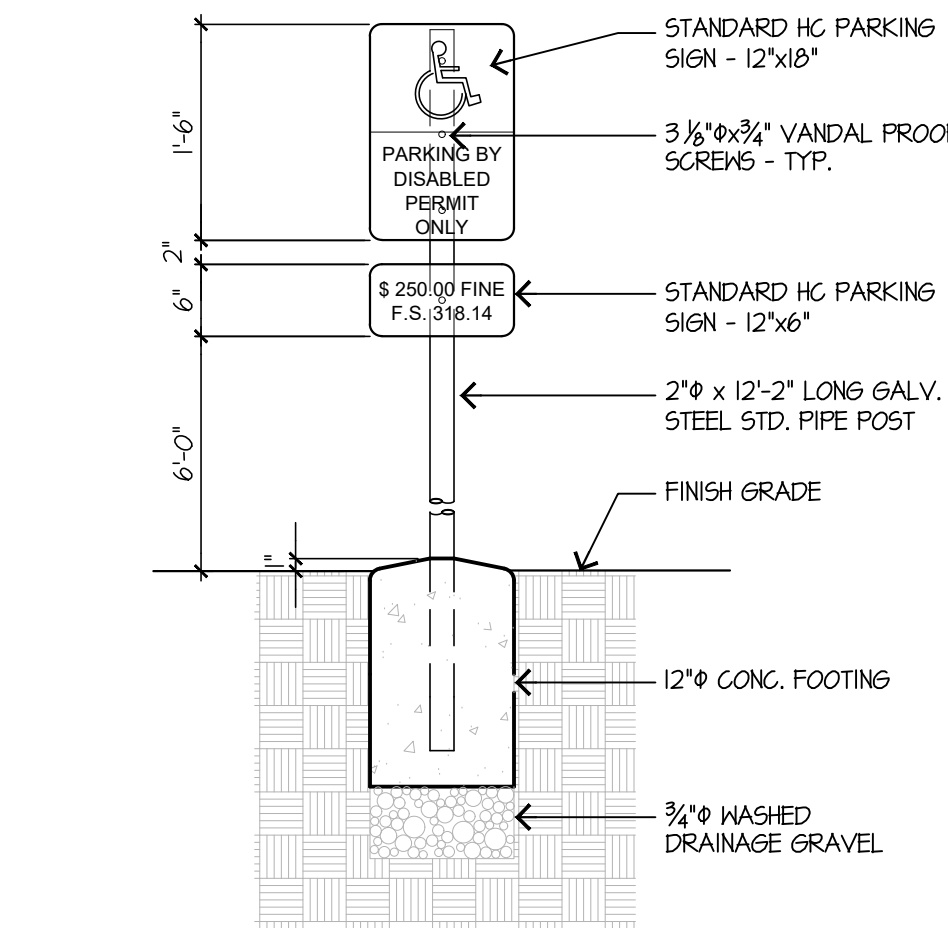
SP2.06 GRASS PARKING DETAIL
SCALE: 3/16"=1'-0"



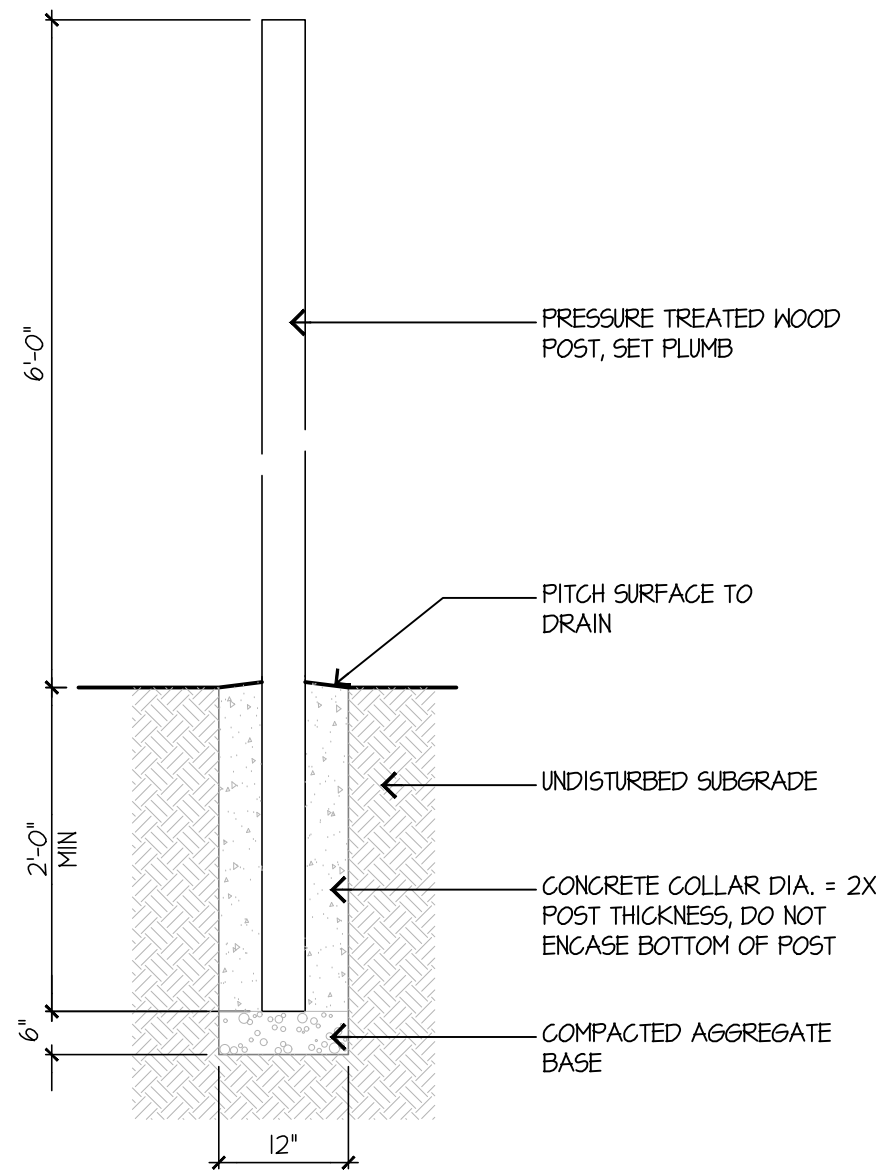
SP2.03 PARKING DETAIL
SCALE: 3/16"=1'-0"



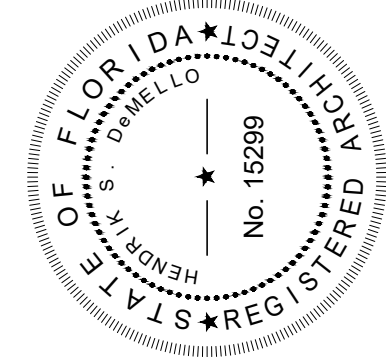
SP2.04 WOOD FENCE DETAIL
N.T.S.



SP2.02 HC SIGN DETAIL
N.T.S.



SP2.05 FENCE POST DETAIL
N.T.S.



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FAMILY HALL ADDITION FOR
DEERFIELD CHURCH OF CHRIST
FOLIO # 4842 01 03 1000
360 SW 2nd AVE.
DEERFIELD BEACH, FL. 33441
drawing name: HC SIGN & PARKING DETAIL, FENCE DETAIL

consultant
DDG DON
DESIGN
GROUP

revisions

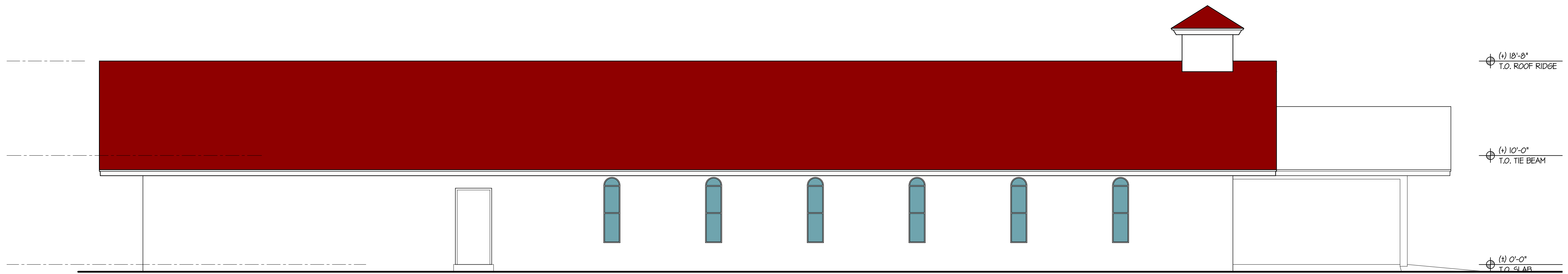
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project # IT-134

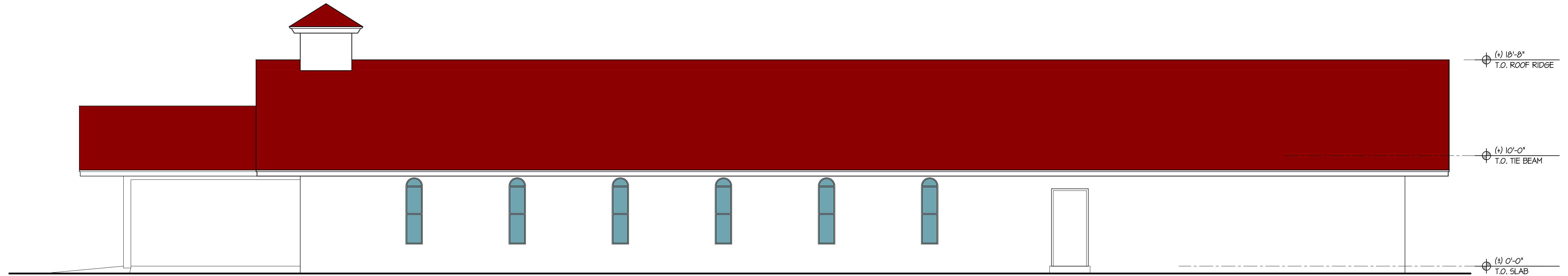
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SP2

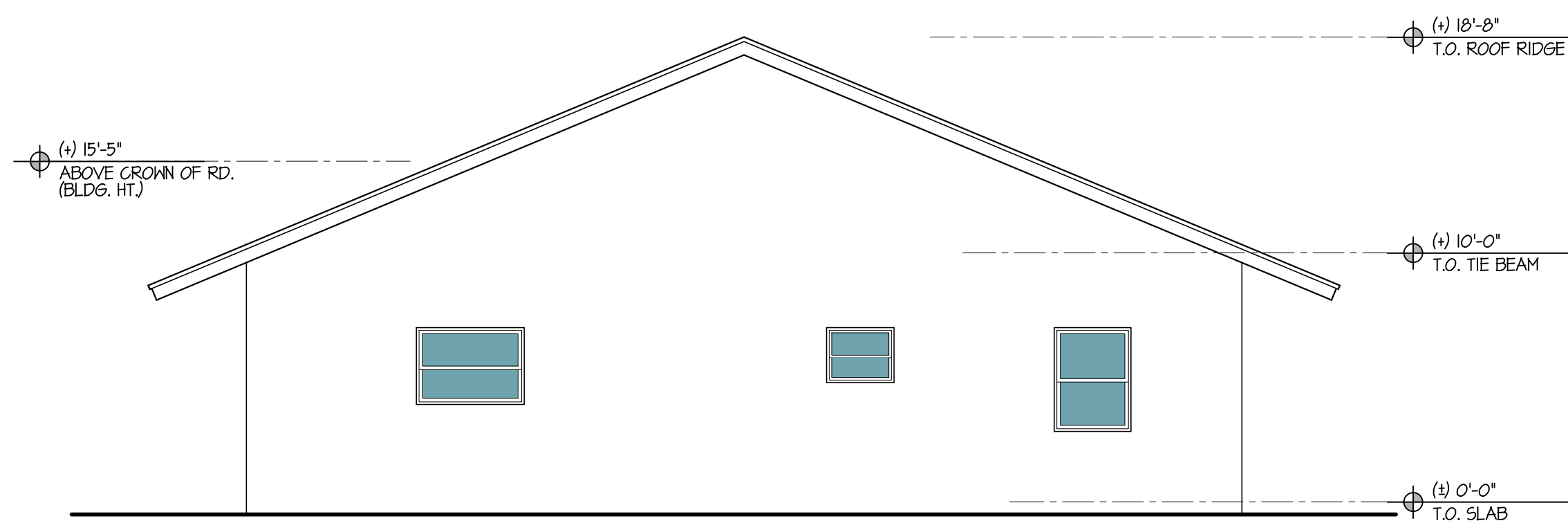
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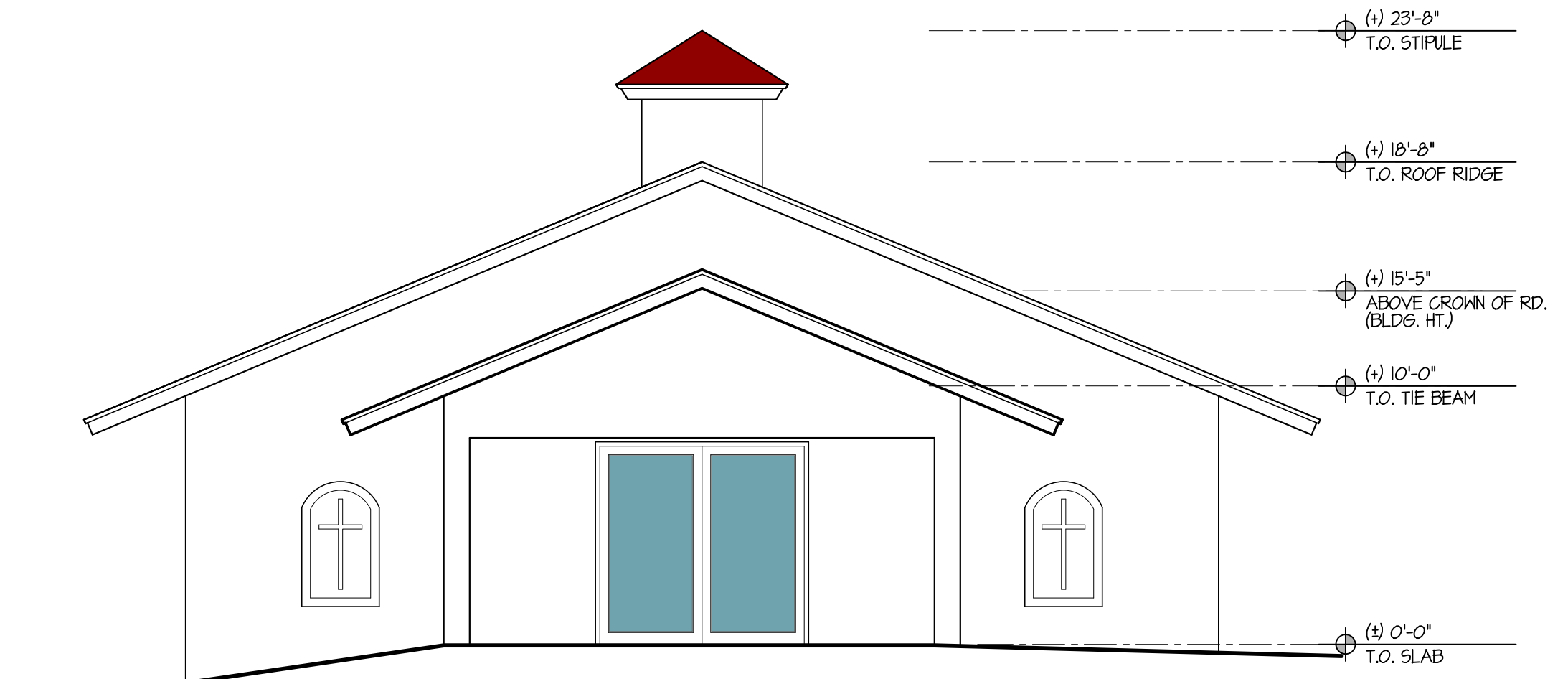
AI.04 EXIST. NORTH ELEVATION
SCALE: 3/16" = 1'-0"



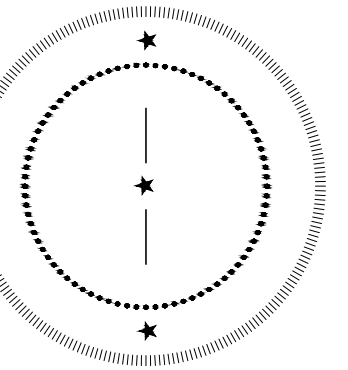
AI.03 EXIST. SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



AI.02 EXIST. EAST ELEVATION
SCALE: 3/16" = 1'-0"



AI.01 EXIST. WEST ELEVATION
SCALE: 3/16" = 1'-0"



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FAMILY HALL ADDITION FOR
DEERFIELD CHURCH OF CHRIST

FOLIO # 4842 01 03 1000

360 SW 2nd AVE.

DEERFIELD BEACH, FL. 33441

EXISTING BUILDING ELEVATIONS

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AI



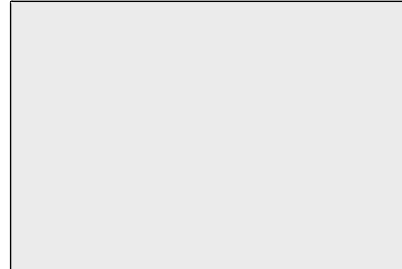
WESTINGHOUSE MAYSLICK
12" TALL LED WALL SCONCE
MODEL: 6315100



BENJAMIN MOORE AF-290
"CALIENTE"



GAF RUSSET RED



BENJAMIN MOORE
OC-54 "WHITE WISP"



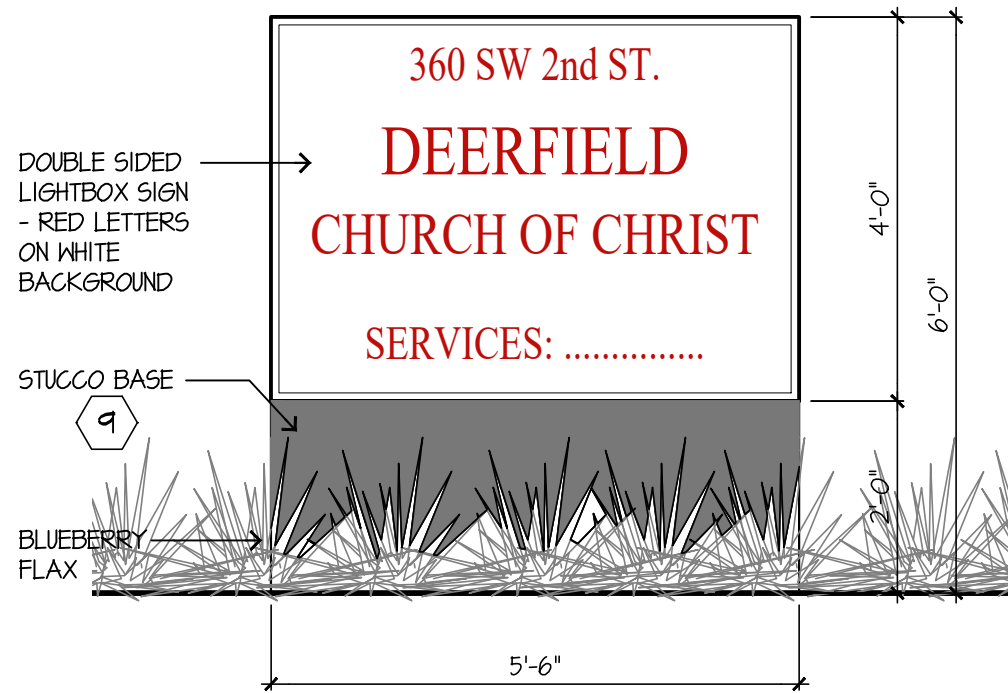
BENJAMIN MOORE
AF-675 "FUSION"

MATERIAL/FINISH/COLOR SCHEDULE

CATEGORY	MK.	MATERIAL	FINISH	COLOR	SPEC'S	REMARKS
WALL - FIELD	1	STUCCO - TEXT.	PAINT	BM WHITE WISP	OC-54	
FASCIA	2	WOOD	PAINT	BM CALIENTE	AF-290	
ROOF	3	FIBERGLASS SHINGLES		GAF RUSSET RED		
WINDOWS/STR. FRNT.	4	ALUMINUM	ANODIZ.	WHITE		FACTORY FINISH
DOORS	5	METAL	PAINT	BM WHITE WISP	OC-54	
WALL FIXTURE	6	CAST ALUMINUM		WHITE		FACTORY FINISH
DECOR. COLUMN	7	PRE-CAST CONC.	PAINT	BM WHITE WISP	OC-54	
RAILINGS	8	ALUMINUM	PAINT	BM WHITE WISP	OC-54	
WALL - BASE	9	STUCCO - TEXT.	PAINT	BM FUSION	AF-675	
LIGHT POLES	10	PRE-CAST CONC.		UNFINISHED		
POLES MTD FIXT.	11	CAST ALUMINUM	ANODIZ.	BRONZE		FACTORY FINISH

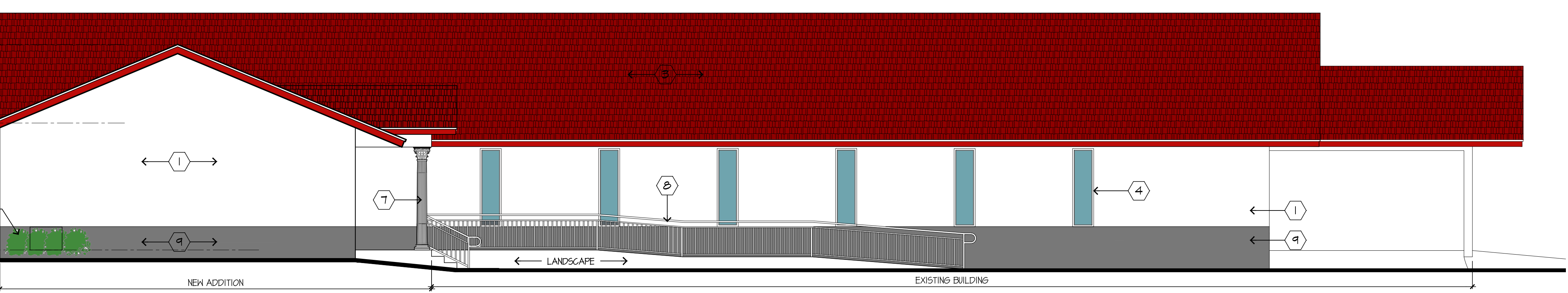
SIGN AREA CALC.

ILLUMINATED AREA	5.5' x 4'	=	22 SF
BASE	5.5' x 2'	=	11 SF
TOTAL SIGN AREA	5.5' x 6'	=	33 SF
SIGN HEIGHT		=	6'



A2.05 PROPOSED MONUMENT SIGN

SCALE: 1/2" = 1'-0"



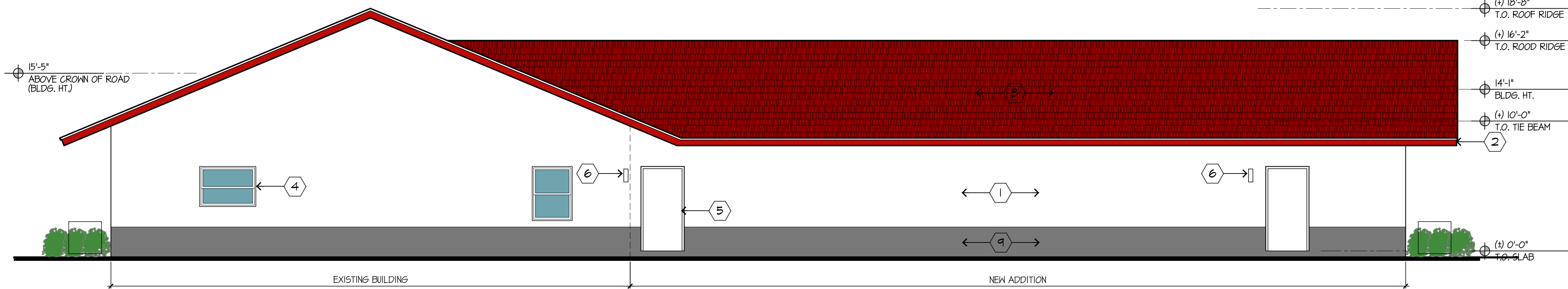
A2.04 PROPOSED NORTH ELEVATION

SCALE: 3/16" = 1'-0"



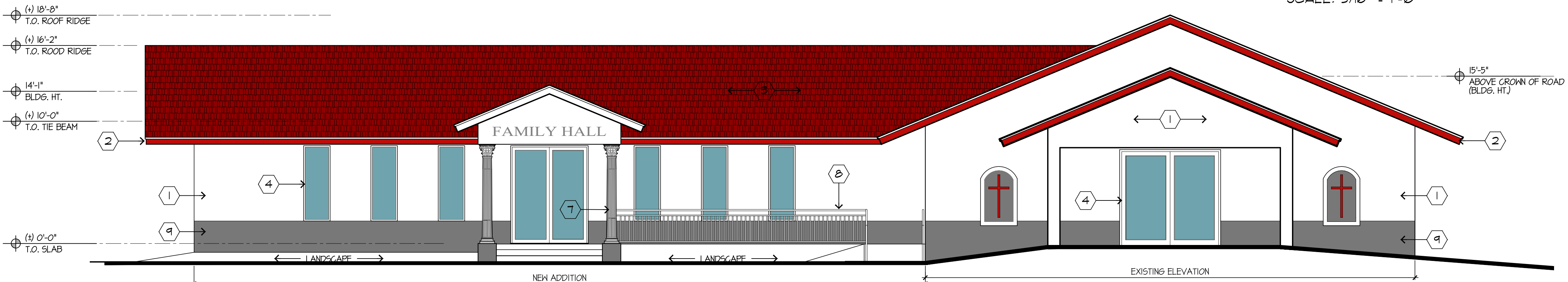
A2.03 PROPOSED SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



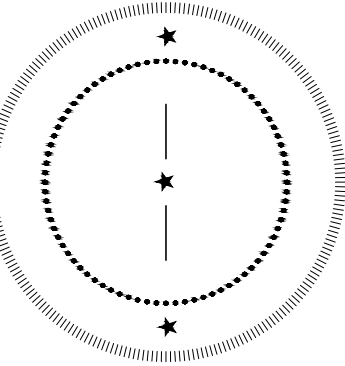
A2.02 PROPOSED EAST ELEVATION

SCALE: 3/16" = 1'-0"



A2.01 PROPOSED WEST ELEVATION

SCALE: 3/16" = 1'-0"



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FAMILY HALL ADDITION FOR
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FOLIO # 4842 01 03 1000
360 SW 2nd AVE.

DEERFIELD BEACH, FL. 33441

NEW BUILDING ELEVATIONS



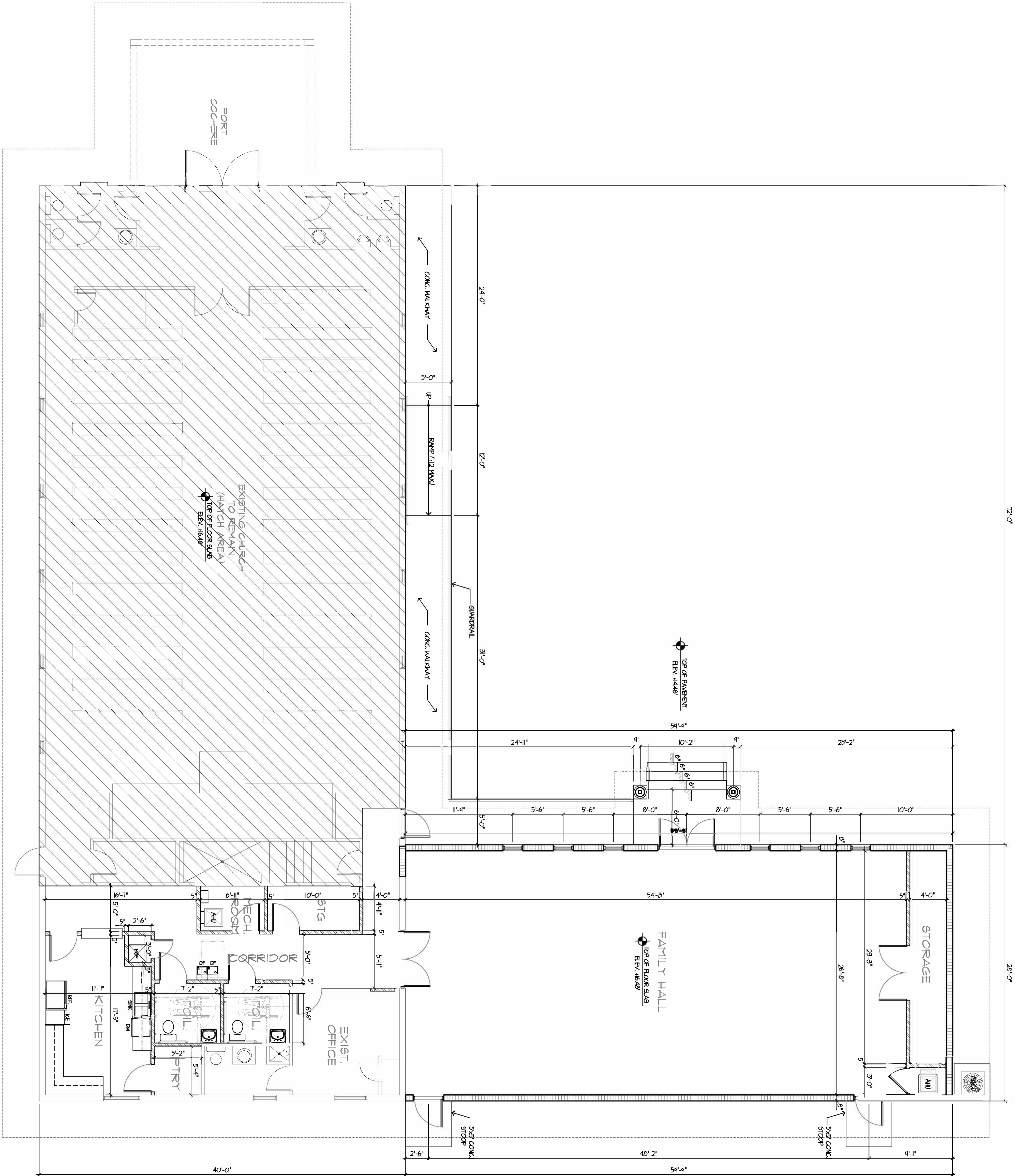
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A2

WALL LEGEND	
	NOT USED
	NEW MASONRY WALL
	NEW INTERIOR PARTITION
	ABOVE/BELOW
	EXISTING WALL TO REMAIN
	EXISTING WINDOW
	NEW WINDOW



A3.01 PROPOSED FLOOR PLAN

SCALE: 3/16" = 1'-0"



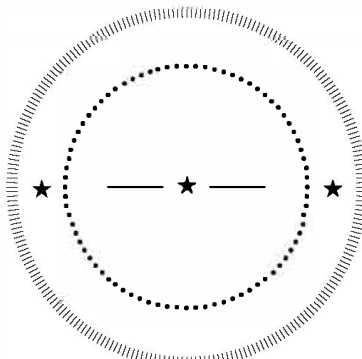
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FLOOR PLAN AND LEGEND

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PROPOSED LANDSCAPE LEGEND

sym	qty.	botanical name	native
	CAL 2	CALOPHYLLUM BRASILIENSE, BEAUTYLEAF	
	DAH 10	ILEX CASSINE, DAHOON HOLLY	native
		14"HT., 7.5' SPR. CAL 3"	

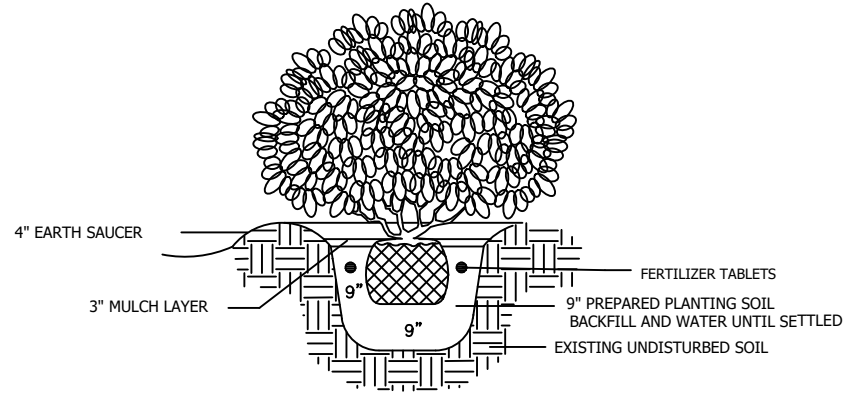
sym	qty.	botanical name	native
	JAT 11	JATROPHIA SSP. JATROPHIA	
	HIB 5	HIBICUS SSP. "PINK"	
	COO 61	ZAMIA PUMILA, COONTIE	native
	CBP 89	ZAMIA FURFURACEA CARDBOARD PALM	native
	CDP 34	COCCO PLUM, SPP.	native
	BBF 230	DIANELLER TASMANICE, BLUEBERRY FLAX	
		12"HT., X 8" SPR. 18" OC. 1 GAL./SPLIT	
	total=430		

GENERAL NOTES:

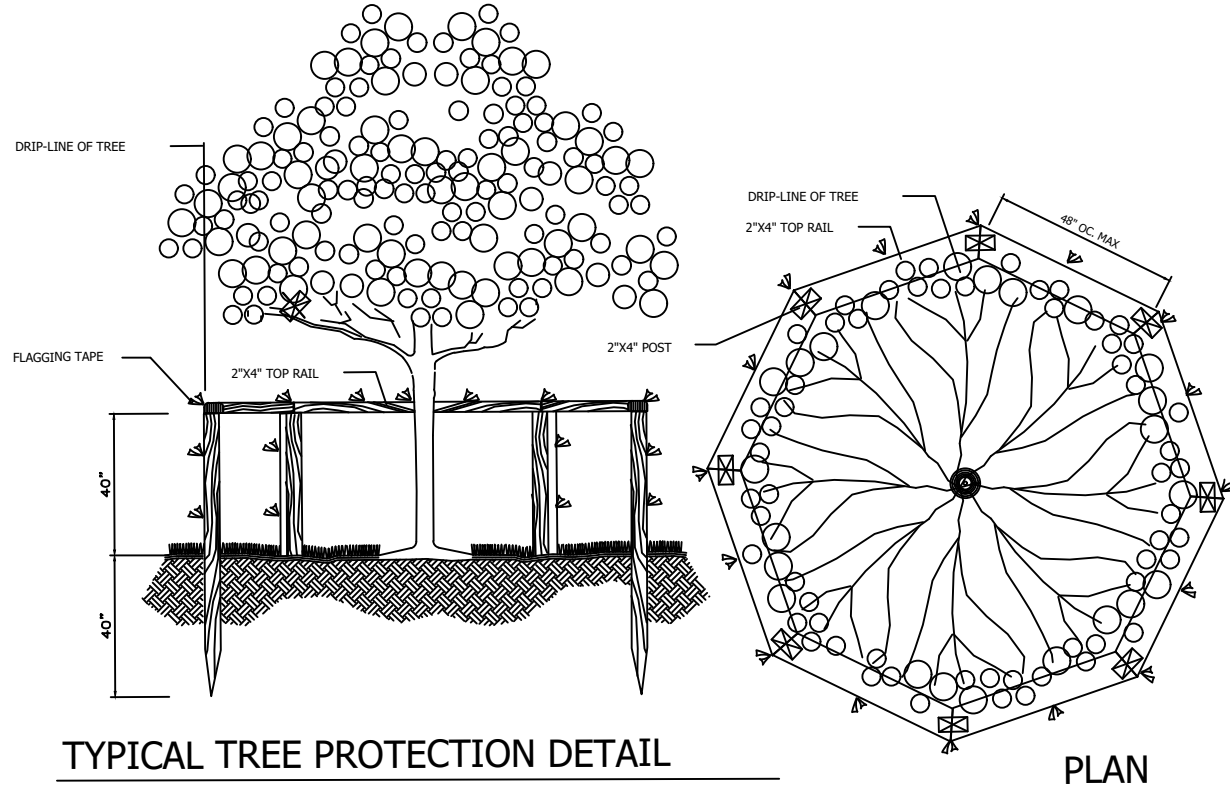
- SEE ARCHITECTURAL SITE PLAN FOR ALL SITE DIMENSIONS
- PROPOSED IRRIGATION SYSTEM TO PROVIDE 100% COVERAGE TO NEW LANDSCAPE PLANTINGS, WITH 60% OVERLAP AND INCLUDE A RAIN SENSOR
- IRRIGATION LAYOUT TO BE ADJUSTED TO FIELD CONDITIONS
- ALL PLANT MATERIAL SHALL BE FLORIDA NO.1 OR BETTER.
- PLANT MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH GOOD NURSEY PRACTICES.
- THE ZONING OF ALL ADJACENT PROPERTIES IS AS NOTED
- SEE ENG. PLANS FOR LOCATION OF ALL UTILITY LINES
- EXISTING TREES ARE LOCATED ON PLAN
- PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 "PROTECTION OF UNDERGROUND GAS PIPELINES."
- NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED AND THE CONTRACTOR IS ISSUED A NOTICE TO PROCEED.
- ALL VEGETATION DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE DISPOSED OF BY THE CONTRACTOR, IN AREAS PROVIDED BY HIM.
- THE CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
- THE LOCATION OF UTILITIES SHOWN ON PLANS ARE APPROXIMATE ONLY. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR AND THE UTILITY OWNER. EXPOSING THE SUBJECT FACILITY SHOULD SUCH ACTION BE DEEMED NECESSARY. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED 48 HOURS IN ADVANCE BY THE CONTRACTOR.
- UTILITY OWNERS ARE:
FLORIDA POWER AND LIGHT (ELECTRIC)
SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY
- THE CONTRACTOR SHALL CALL UN.C.L.E. 1-800-432-4770 < TOLL FREE > 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN AREAS OF BURIED UTILITY CABLES, SANITARY LINES, AND WATER LINES.
- CAUTION SHOULD BE EXERCISED WHILE WORKING IN OR AROUND OVERHEAD TRANSMISSION LINES. NEAR EXISTING GROUND MOUNTED AND OVERHEAD SIGNS TO PREVENT UNNECESSARY DAMAGE. SIGNS AND STRUCTURES SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE IF ANY ARE DAMAGED BEYOND USE, AS DETERMINED BY THE ENGINEER.
- ALL PLANT MATERIAL SHALL BE INSTALLED A MINIMUM OF TEN FEET (10') FROM ANY UNDERGROUND UTILITIES AND NO LESS THAN TWENTY FEET (20') FROM OVERHEAD LINES AND UTILITIES, UNLESS APPROVED BY THE ENGINEER. IF THE INSTALLATION OF ANY PLANT MATERIAL DAMAGES ANY EXISTING UTILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL DAMAGE RESULTING FROM THE PLANTING OPERATION.
- WHENEVER THE PLANT MATERIAL AND UTILITIES ARE IN CONFLICT, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN ORDER TO FIELD ADJUST THE PLACEMENT OF THE PLANT MATERIAL.

EXISTING TREE SUMMARY

NO.	EX. TREE SPEC.	COND.	STATUS	VALUE +	REP -
NO.1	QN. PALM, 16'OA. 7'GW	GOOD	SAVE	1-PALM	
NO.2	QN. PALM, 16'OA. 7'GW	GOOD	SAVE	1-PALM	
NO.3	QN. PALM, 16'OA. 7'GW	GOOD	SAVE	1-PALM	
NO.4	QN. PALM, 16'OA. 7'GW	GOOD	SAVE	1-PALM	
NO.5	YELLOW TAB. 14' OA. 4" CAL.	FAIR	SAVE	1-TREE	
NO.6	EX. SABAL 12'OA., 6'CT., ROW	GOOD	SAVE	1-PALM	
NO.7	EX.LV. OAK,	DEAD	REMOV.		0-TREE
NO.8	EX. SABAL 12'OA., 6'CT., ROW	GOOD	SAVE	1-PALM	
NO.9	UNKNOWN,	GOOD	SAVE		0-TREE
NO.10	EX. SABAL 12'OA., 6'CT., ROW	GOOD	SAVE	1-PALM	
NO.11	EX.LV. OAK, 10' OA. 3" CAL. PAVMT	GOOD	REMOV.		1-TREE
NO.12	EX.LV. OAK,	DEAD	REMOV.		0-TREE
NO.13	EX.LV. OAK, 12'OA. 3" CAL.	GOOD	SAVE	1-TREE	
NO.14	EX.LV. OAK, 12'OA. 3" CAL.	GOOD	SAVE	1-TREE	
NO.15	EX.LV. OAK, 12'OA. 3" CAL.	GOOD	SAVE	1-TREE	
NO.16	EX.LV. OAK, 12'OA. 3" CAL.	GOOD	SAVE	1-TREE	
				5-TREE	1-TREE
				7-PALM	

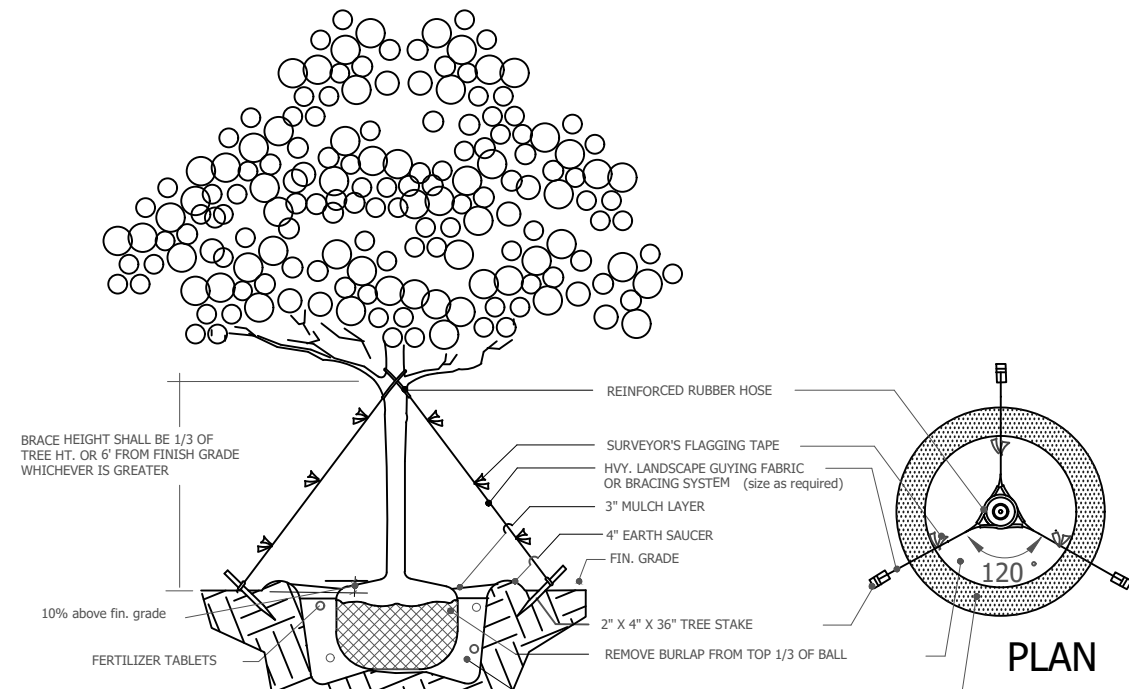


TYPICAL SHRUB & GROUND COVER DETAIL

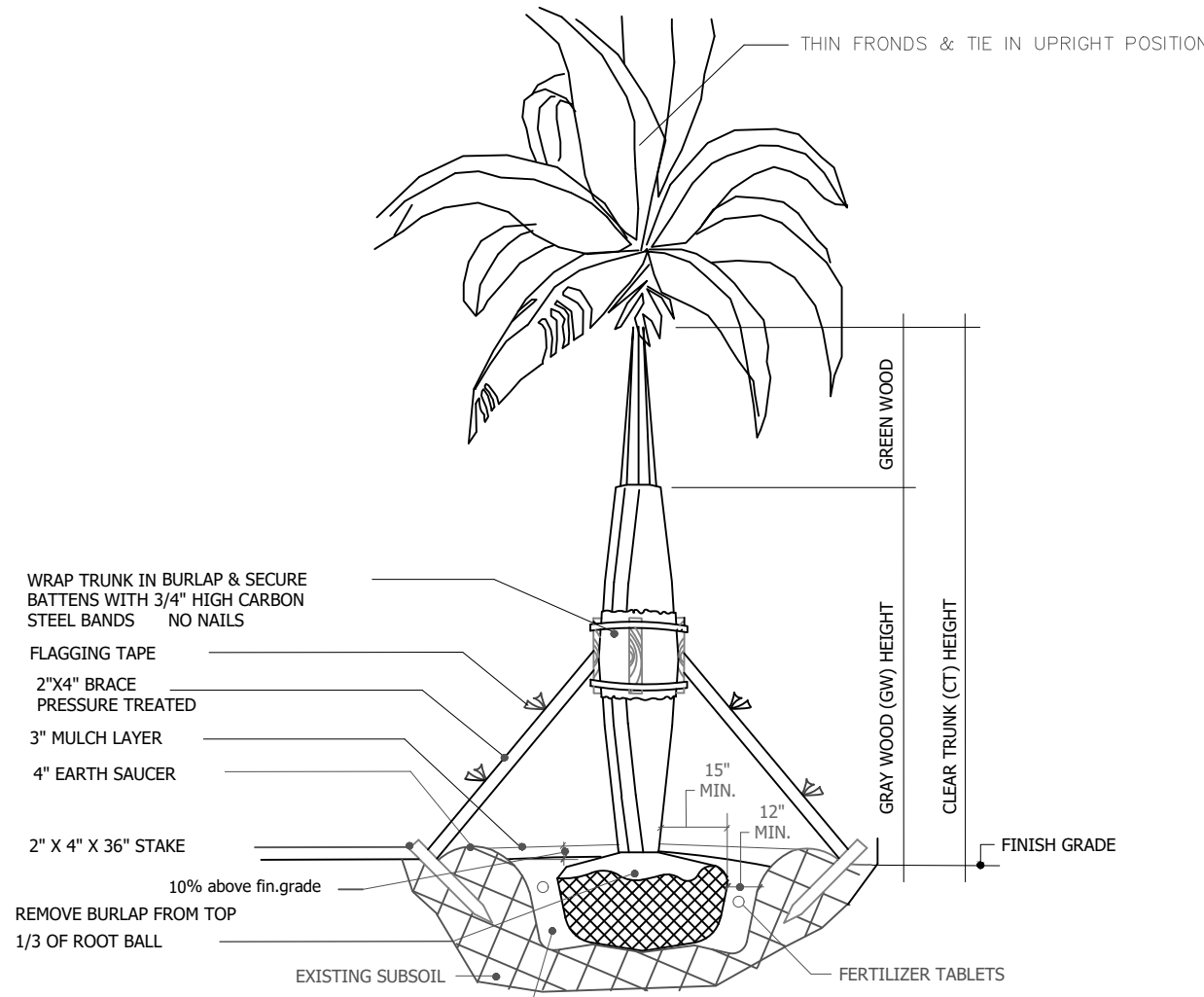


TYPICAL TREE PROTECTION DETAIL

SCALE: NTS



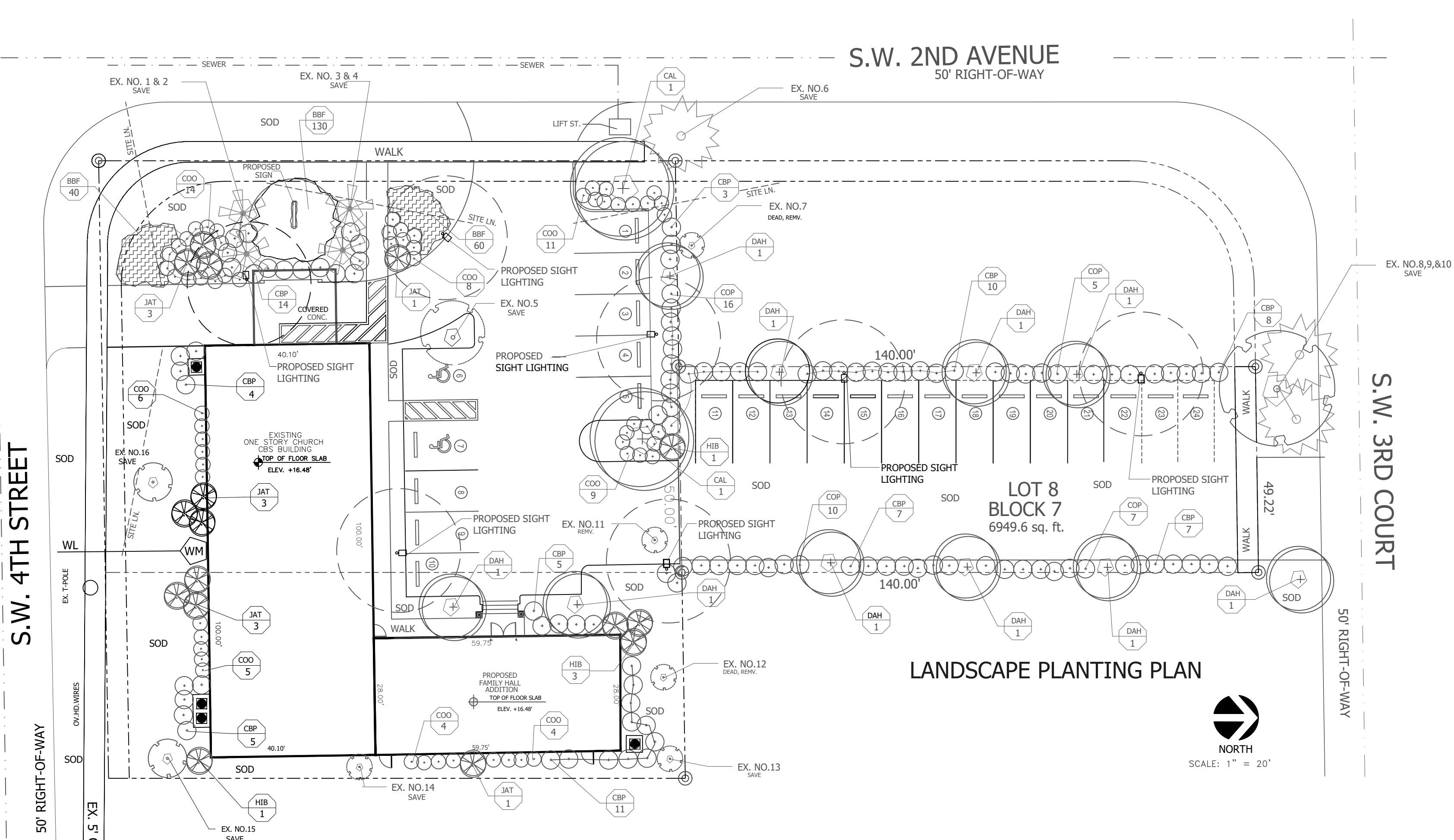
TYPICAL TREE PLANTING & GUYING DETAIL



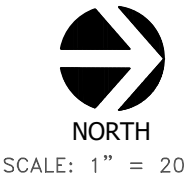
TYPICAL PALM PLANTING DETAIL

SCALE: NTS

LANDSCAPE PLANTING DETAILS



LANDSCAPE PLANTING PLAN



DEERFIELD BEACH LANDSCAPE REQUIREMENTS

CATAGOREY	CALCULATIONS	REQ.TREES	EX.TREES SAVED	EX. PALMS SAVED	PROPOSED TREES/PALMS	SHB. REQ.	SHB. PR.	SUMMARY
PERVIOUS AREA	7,143 SQ.FT/1500	5-TREES	4 TREES	4-PALMS	0 TREES	100 SHB.	200 SHB.	413 SHB.
STREET TREES	NONE REQ.	0 TREES	0 TREES	1-PALMS	0 TREES	0 SHRUBS	0 SHRUBS	12-TREES, proposed
PARKING BUFFER	300 LIN.FT./30'	10-TREES	0 TREES	0-PALMS	8-TREES	200 SHR.	183 SHRUBS	12-TREES, existing
PARKING ISLANDS	5 ISLANDS	5-TREES	1 TREES	2-PALMS	4 TREES	25 SHRUBS	30 SHRUBS	24-TREES, total
	TOTAL	20 TREES	5 TREES	7-PALMS	12-TREES,	325 SHR.	413 SHB.	



H. KURT KETTELHUT
AND ASSOCIATES

LANDSCAPE ARCHITECTURE
LAND PLANNING
SITE PLANNING

227 Goolsby Blvd.
Deerfield Beach, FL 33442

PH. 954 426-4305

FAX. 954 725-3342

REVISIONS
PAVEMENT, 08/23/19
BLDG COMMENTS, 01/08/20

H. KURT KETTELHUT
STATE OF FLA. REG. No. 337

SEAL

DEERFIELD BEACH CHURCH
PROPOSED DEVELOPMENT PLANS
DEERFIELD BEACH, FLORIDA
4TH. STREET

SHEET TITLE :
LANDSCAPE
PLANTING
PLAN

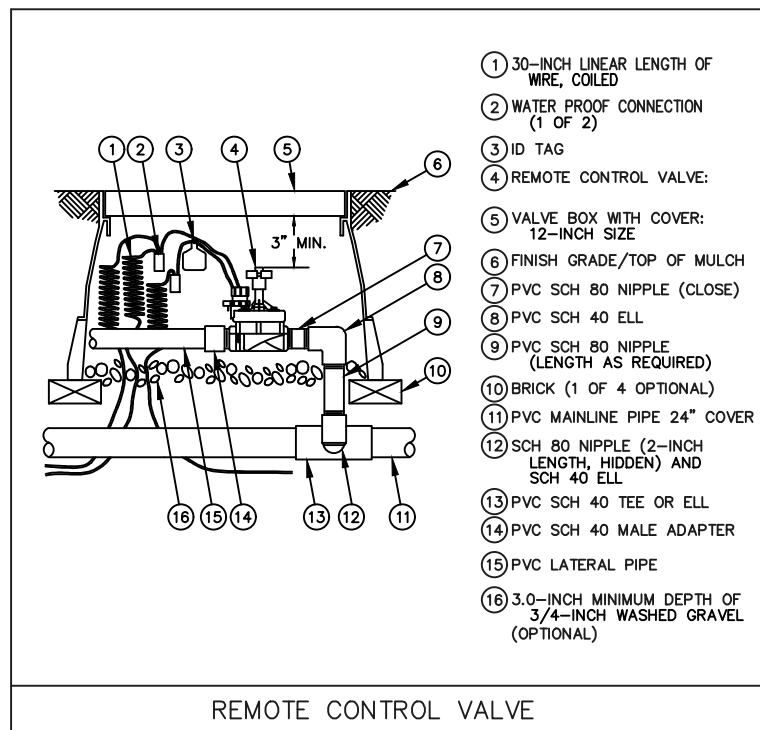
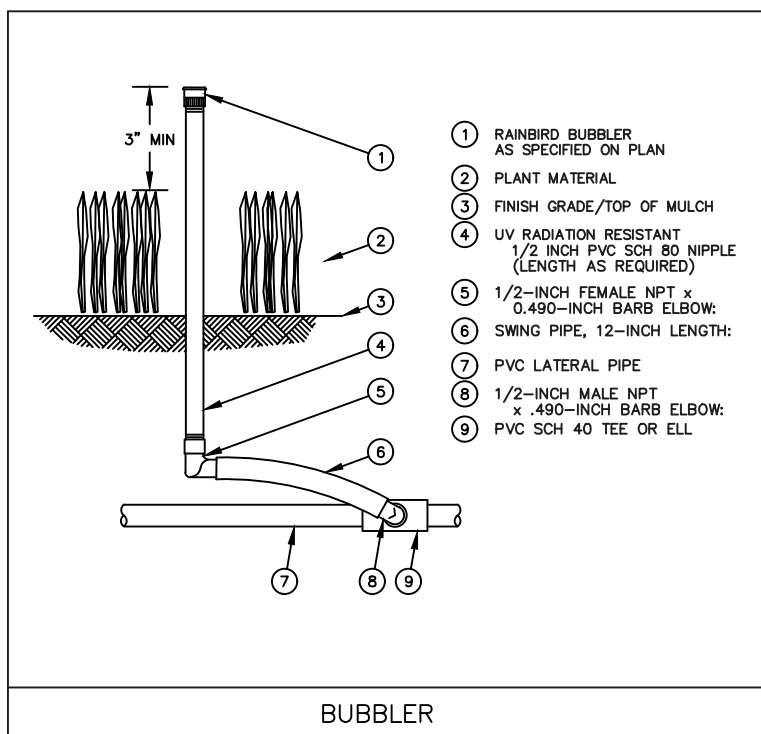
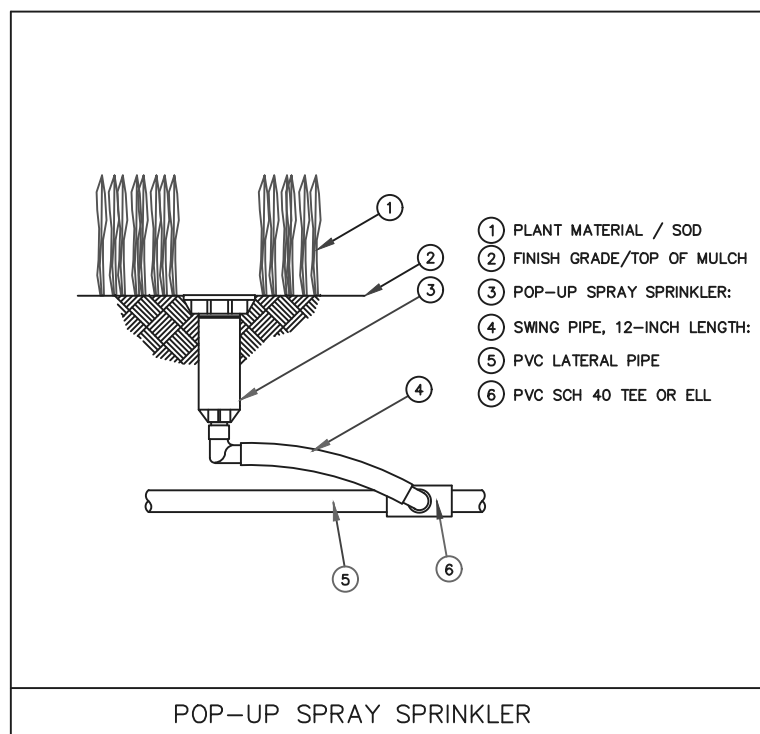
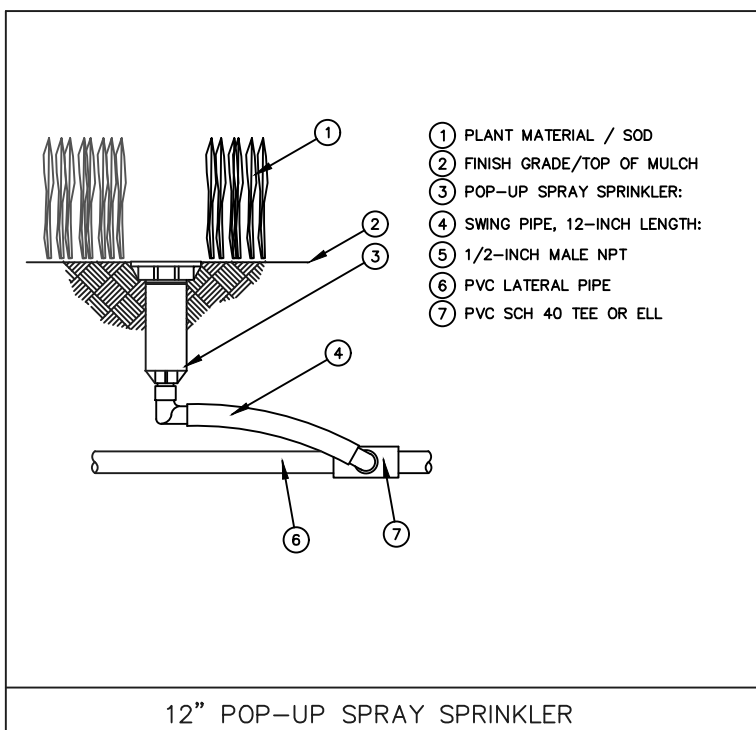
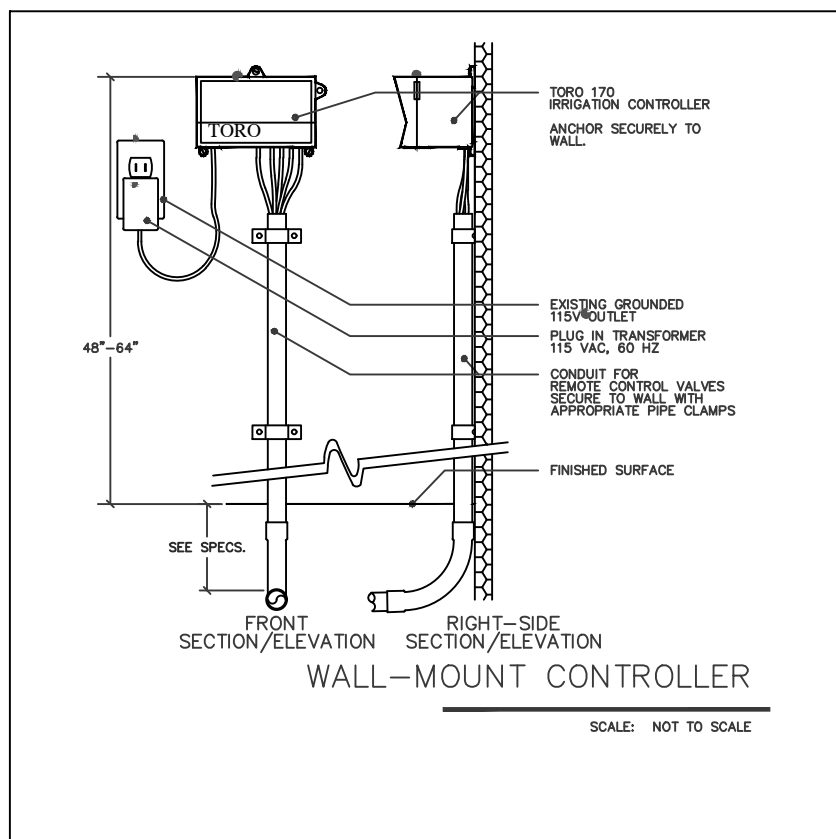
JOB No.:

DATE: OCT. 27, 2020

SHEET

LA-1

-
 TORO 252-06-08 ELECTRIC VALVE
-
 IRRIGATION SLEEVE UNDER PAVEMENT
-
 -1/2" IRRIGATION LINE AND PIPE SIZE
-
 TORO 570-15-F-PC IRRIGATION HEAD
 -
 TORO 570-15-TQ-PC IRRIGATION HEAD
 -
 TORO 570-15-H-PC IRRIGATION HEAD
 -
 TORO 570-15-Q-PC IRRIGATION HEAD
 -
 TORO 570-4-SST/ EST IRRIGATION HEAD
-
 TORO MIMI8-4P-30GPM
-
 PROPOSED SHRUB/GROUND COVER PLANTING



IRRIGATION DETAILS

- 1.) THE CONTRACTOR SHALL PROVIDE ALL, EQUIPMENT , MATERIAL, AND LABOR NECESSARY FOR THE COMPLETION OF THE IRRIGATION WORK DESCRIBED HEREIN.
- 2.) IRRIGATION PLANS ARE SCHEMATIC AND DRAWN FOR GRAPHIC CLARITY. ALL PIPING BELOW PAVEMENT SHALL BE SLEEVED. LAYOUT OF IRRIGATION SYSTEM SHALL BE COORDINATED WITH CORRESPONDING LANDSCAPE PLAN AND SITE CONDITIONS.
- 3.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A COMPLETE AND OPERABLE IRRIGATION SYSTEM. A RAIN SENSOR SHALL BE INSTALLED TO OVER-RIDE THE CONTROLLER.
- 4.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING HEAD LOCATION, TYPE, AND SIZE AND ALL SYSTEM COMPONENTS TO COMPLY WITH THE REQUIREMENTS OF LANDSCAPING. PIPING SHALL BE SIZED TO MINIMIZE FRICTION LOSS AND MAINTAIN FLOW VELOCITY BELOW 5 FPS.
- 5.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING THE SYSTEM IN COMPLETE ACCORDANCE WITH ALL LOCAL CODES, ORDINANCES, AND LAWS.
- 6.) AS-BUILT DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR AND GIVEN TO THE OWNER PRIOR TO FINAL ACCEPTANCE.

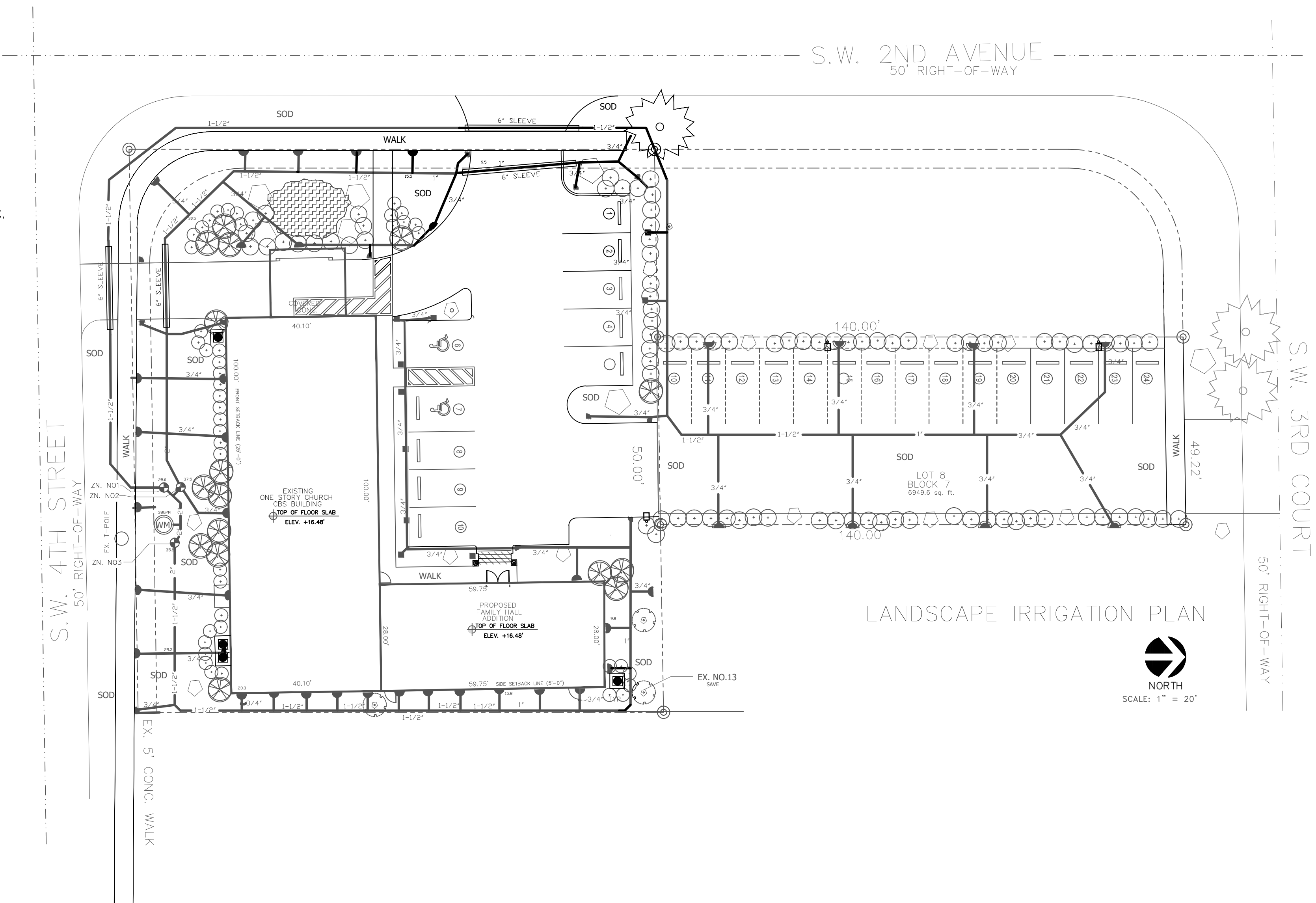
- 1.) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT ALL PERSONS FROM INJURY AND TO AVOID PROPERTY DAMAGE.
- 2.) TEMPORARY SUPPORT, ADEQUATE PROTECTION, AND MAINTENANCE OF ALL UNDERGROUND AND SURFACE UTILITIES, STRUCTURES, DRAINS, SEWERS, AND OTHER OBSTRUCTIONS ENCOUNTERED IN THE PROCESS OF THE WORK SHALL BE FURNISHED BY THE CONTRACTOR SOLELY AT HIS EXPENSE.

1.) ANY DISRUPTION, DESTRUCTION, OR DISTURBANCE OF ANY PLANT, OR ANY STRUCTURES SHALL BE COMPLETELY RESTORED TO THE SATISFACTION OF THE OWNER SOLELY AT THE CONTRACTOR'S EXPENSE.

1.) ANY PAVEMENT CUT, BROKEN, OR UNDERMINED DURING INSTALLATION OF THE IRRIGATION SYSTEM SHALL BE FULLY RESTORED AT THE CONTRACTOR'S EXPENSE.

- 1.) CONTRACTOR SHALL PROVIDE SHOP DRAWINGS FOR ANY SYSTEM AND/OR ZONE MODIFICATIONS.
- 2.) ALL IRRIGATION HEADS SHALL BE INSTALLED ON SWING JOINTS.
- 3.) PIPES SHALL BE A MINIMUM OF 3/4" DIA. AND BE INSTALLED WITH A MIN. OF 24" OF COVER. SYSTEM PIPE SHALL BE CLASS 160 PVC. THE MAIN LINE SHALL BE SCH. 40 PVC TO SIZE INDICATED ON PLAN.
- 4.) CONTRACTOR SHALL PROVIDE IRRIGATION SLEEVES AS NOTED. ALL SLEEVING SHALL BE SCH 40 PVC AT SIZE INDICATED ON PLAN.
- 5.) CONTROL WIRE SHALL BE UL APPROVED PE 14 GAGE IRRIGATION CONTROL WIRE AND 12 GAGE GROUND WIRE. WIRE SHALL BE BUNDLED AND ATTACHED TO THE MAIN LINE IN TRENCH OR THROUGH WIRE SLEEVES AT PAVEMENT CROSSINGS 24' BELOW FIN. GRADE. ALL SPLICES BE MADE WITH WATERPROOF DIRECT-BURIAL SPLICE KITS AND CONTAINED IN VALVE BOXES. TWO EXTRA CONTROL WIRES SHALL BE INSTALLED TO THE FURTHEST VALVES IN EACH DIRECTION FROM THE CONTROLLER.
- 6.) ALL GLUE JOINTS SHALL BE CLEANED, SANDED, AND TREATED WITH A COLORED HIGH ETCH PRIMER AND JOINED USING A SOLVENT CONFORMING WITH ASTM D2564.

1.) THE CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE CLEAN OF ALL SURPLUS MATERIALS, WASTE, TOOLS, STRUCTURES, RUBBISH, EXCESSIVE EARTH, AND OTHER WASTE GENERATED BY HIM. HE SHALL FULLY AND COMPLETELY RESTORE THE SITE TO ITS ORIGINAL CONDITION.



H. KURT KETTELHUT
AND ASSOCIATES

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LAND PLANNING
SITE PLANNING

227 Goolsby Blvd.
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PH. 954 426-4305
FAX. 954 725-3342

[illegible]

H. KURT KETTELHUT ☐
STATE OF FLA. REG. No. 337

SEAL

DEERFIELD BEACH CHURCH
PROPOSED DEVELOPMENT PLANS
4TH. STREET DEERFIELD BEACH FLORIDA

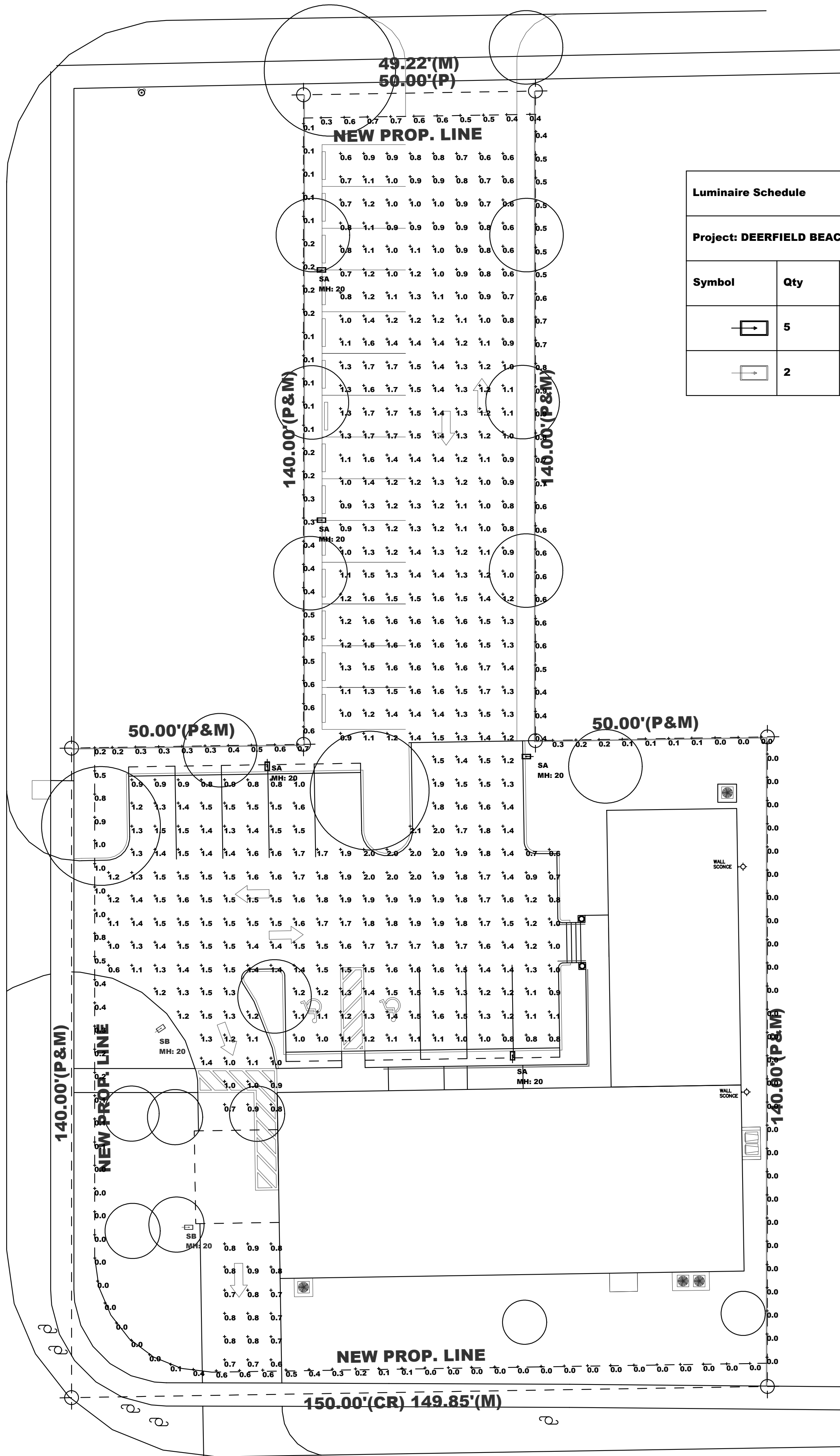
SHEET TITLE :
LANDSCAPE
IRRIGATION
PLAN

JOB No.:

DATE: OCT. 27, 2020

SHEET

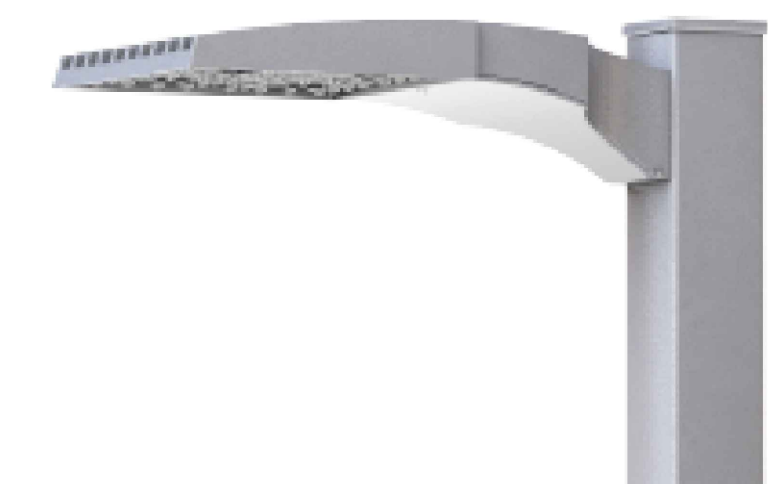
LA-2



PHOTOMETRIC PLAN
SCALE: 1/16" = 1'-0"

Luminaire Schedule									
Project: DEERFIELD BEACH CHURCH OF CHRIST - SITE_REV 3 DEERFIELD BEACH, FL 07/28/2020									
Symbol	Qty	Label	Arrangement	Manufacturer	Description	Luminaire Lumens	LLF	Luminaire Watts	Assembly Watts
	5	SA	SINGLE	U.S. ARCHITECTURAL LIGHTING	RZR-M/PLED-IV-FT/24LED-1050mA/NW/HS-PLED MH: 20' POLE MOUNT A.F.G.	4729	0.855	55.9	55.9
	2	SB	SINGLE	U.S. ARCHITECTURAL LIGHTING	RZR-M/PLED-III-M/24LED-350mA/NW/HS-PLED MH: 20' POLE MOUNT A.F.G.	2653	0.855	28.2	28.2

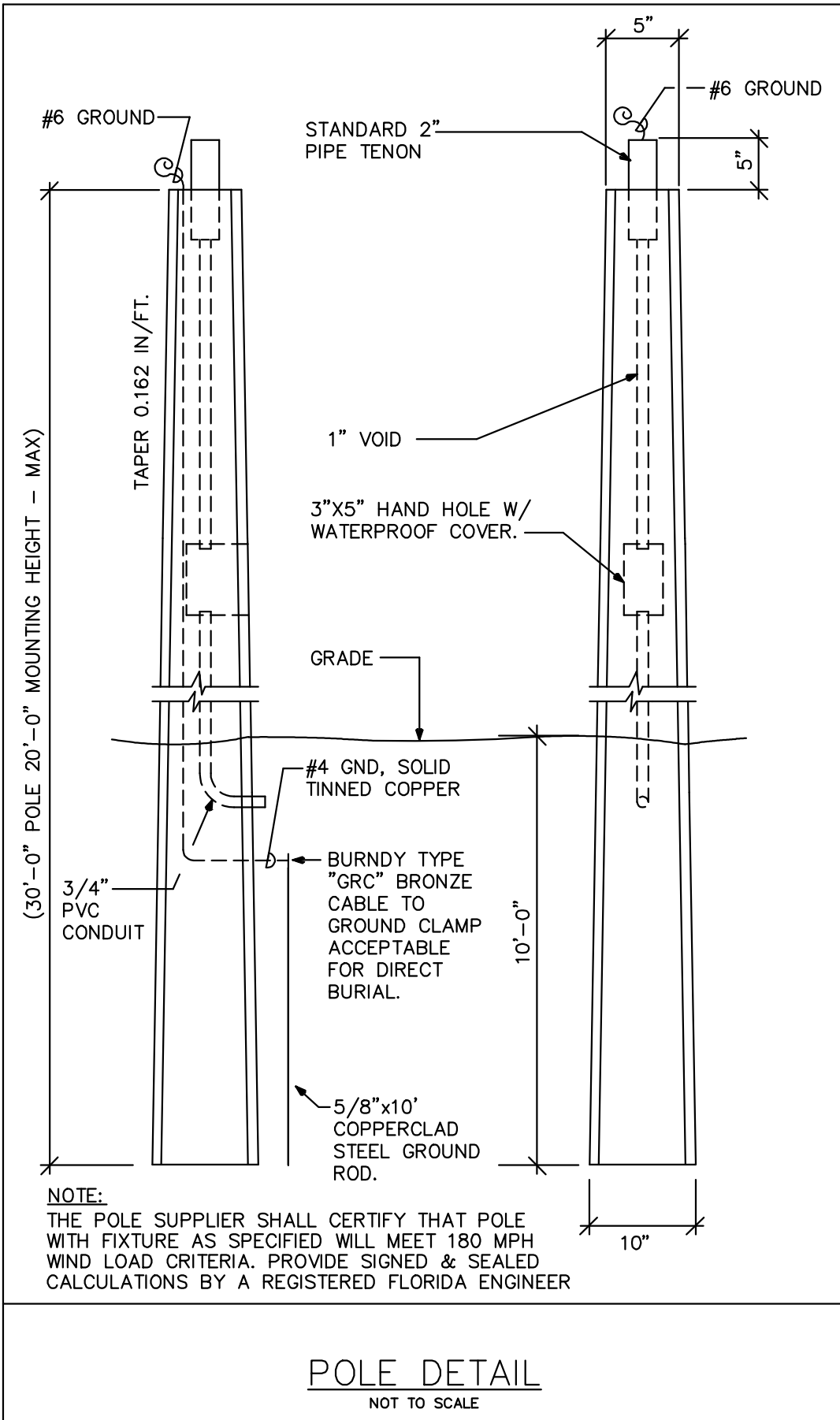
Calculation Summary							
Project: DEERFIELD BEACH CHURCH OF CHRIST - SITE_REV 3 DEERFIELD BEACH, FL 07/28/2020							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERTY LINE	Illuminance	Fc	0.29	1.0	0.0	N.A.	N.A.
SITE	Illuminance	Fc	1.28	2.1	0.6	2.13	3.50



"RZR-M" FIXTURE DETAIL



WESTINGHOUSE MAYSLICK
12" TALL LED WALL SCONCE
MODEL: 6315700



BUCHANAN P.E. CONSULTING INC.
ELECTRICAL * MECHANICAL * PLUMBING
ENGINEERING
6191 W. ATLANTIC BLVD, SUITE # 2 MARGATE, FL 33063
PH: 954-590-3300 FAX: 954-590-5232
Email: BUCHANAN@PEENGINEERS.COM
CERTIFICATE OF AUTHORIZATION # 8842
□ RAJA BUCHANAN P.E. # 48916 □ MAURICE LORD P.E. # 72550

SEAL

DATE: _____

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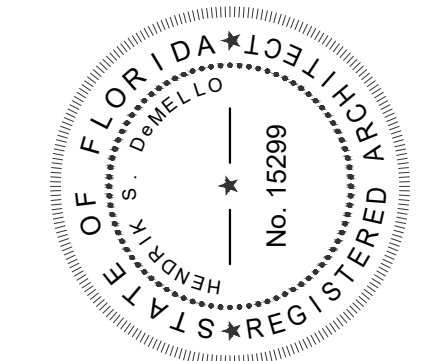
FAMILY HALL ADDITION FOR
DEERFIELD CHURCH OF CHRIST
FOLIO # 4842 01 03 1000
360 SW 2nd AVE.
DEERFIELD BEACH, FL. 33441

consultant
BD DON
DESIGN
GROUP

revisions

date JUN. 18, 2017
project # 17-134
sheet

PH-1
of 13 sheets



MEMBER:
AMERICAN
INSTITUTE OF
ARCHITECTS
AA26001907
DeMELLO
ARCHITECTURE
911 Southwest 18 Street, Boca Raton, Florida 33486
www.demello-arch.com 954 224 2952



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-662

Agenda Date: 6/1/2021

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2021-076: Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Fiscal Year 2021/2022 Community Development Block Grant ("CDBG") Annual Action Plan; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach has participated in the U.S. Department of Housing and Urban Development ("HUD") entitlement allocation formula as a recipient of federal funds since 2000. In Fiscal Year 2021-2022, the City will receive \$704,090.00 in Community Development Block Grant ("CDBG") funds.

In June 2020, the City Commission approved the 2020-2024 Consolidated 5-year Strategic Plan and each subsequent annual action plan that assessed local housing and community development needs and resources, and socio-economic impediments toward building viable neighborhoods. This year's Action Plan must meet the goals and objectives identified in the Consolidated Plan.

The federal requirements for the CDBG program set forth three basic goals, which are closely related to the major commitments and priorities of HUD. Each of these goals must primarily benefit very low-, low- and moderate-income persons within the context described below:

1. To provide a suitable living environment
2. To provide decent housing
3. To expand economic opportunities

As a part of the development of the annual action plan, Legislative & Community Affairs Department held a pre-development meeting with members of the community to discuss possible eligible projects. Staff also met with other city departments to discuss potential projects and progress of the

program.

Current Activity

Below is a summary of the eligible projects the City will undertake during the FY 2021-2022 to address the priority needs and specific objectives identified in the Consolidated Plan.

HOME REPAIR - \$313,272.00

The Home Repair Program is available to assist eligible homeowner residents to rehabilitate their existing homes through construction, and/or installation of non-luxury, non-cosmetic structural, plumbing, electrical and other general improvements that provide basic amenities. The home repair program is limited to owner-occupied homes, with low-to moderate-income homeowners and is available on a first qualified, first served basis.

PURCHASE ASSISTANCE - \$50,000.00

The City's Purchase Assistance Program provides assistance to eligible homebuyers to purchase an existing or newly constructed (with a Certificate of Occupancy) eligible affordable home. Eligible costs include: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas.

OVETA MCKEITHEN RECREATIONAL COMPLEX PLAYGROUND - \$150,000.00

The project at Oveta McKeithen Recreational Complex located at 445 SW 2nd Street, will include an interactive playground, new shock-absorbing safety surfacing, and a shade canopy.

SENIOR TRANSPORTATION - \$25,000.00

The Senior Transportation program is made available to persons 62 years and older who need transportation. The bus service includes the following locations Monday through Friday: to and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries and post offices, local parks and beaches and local restaurants.

ADULT DAY CARE PROGRAM - \$15,000.00

The adult day care services provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services to assist with their functional abilities and promote their independence for a minimum of two days per week.

SENIOR HEALTH AND WELLNESS PROGRAM - \$10,000.00

The program provides health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older. Preventive, health promotion, and wellness services along with health screenings, educational lectures, and exercise programs will be provided to encourage and promote the health and well-being of the seniors.

PLANNING AND ADMINISTRATION - \$140,818.00

Cost associated with administering the CDBG program and preparation of the Annual Action Plan and other required reports.

Recommendation

The eligibility of each project was verified to ensure projects met a national objective outlined by HUD

and the goals and objectives identified in the Consolidated Plan. Staff recommends the Commission to approve the FY 2021-2022 Annual Action Plan and authorize staff to transmit to HUD.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE FISCAL YEAR 2021/2022 COMMUNITY
DEVELOPMENT BLOCK GRANT (“CDBG”) ANNUAL
ACTION PLAN; PROVIDING FOR IMPLEMENTATION
AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) participates in the U.S. Department of Housing and Urban Development (“HUD”) entitlement allocation formula as a recipient of federal funds; and

WHEREAS, as an entitlement municipality, the City is required by HUD regulations to submit a one year action plan annually as a requirement for the City to receive funds under the CDBG program; and

WHEREAS, the proposed action plan for Fiscal Year 2021/2022 describes the activities to be performed by the City and the amount of funding allocated for each activity; and

WHEREAS, in Fiscal Year 2021/2022, the City will receive \$693,865.00 in CDBG funds; and

WHEREAS, staff recommends that the City Commission approve the Fiscal Year 2021/2022 CDBG Annual Action Plan, attached as Exhibit “A” (the “Action Plan”).

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

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

Section 2. The City Commission hereby approves the Action Plan, attached as Exhibit “A,” and authorizes the appropriate City officials to submit the Action Plan to HUD.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. 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, CITY CLERK

PUBLIC NOTICE 2021-076
City of Deerfield Beach
Community Development Block Grant Program (CDBG)
Annual Action Plan FY 2021-2022 (10/1/21 to 9/30/22)

The City of Deerfield Beach is an entitlement recipient of federal funds and receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. In FY 2021/2022, the City anticipates receiving an allocation of approximately \$704,090. The purpose of these funds is to provide decent housing, a suitable living environment, and better economic opportunities for low-to moderate-income residents in the City of Deerfield Beach.

The Annual Action Plan identifies the proposed projects for federal funding for Fiscal Year 2021/2022 and shows the linkage between projects and the specific objectives developed to address the priority needs identified in the Consolidated Plan.

City of Deerfield Beach Legislative & Community Affairs Department is soliciting public input for the preparation for the annual action plan. The public comment period extended five (5) days from the date of publication of this notice due to an allocation error From HUD that caused a funding increase. All interested agencies, organizations, and persons are invited to submit input on the Annual Action Plan to the Legislative & Community Affairs Department at 325 NW 2 Avenue, Deerfield Beach Florida at 954-480-4464 or jsalas@deerfield-beach.com.

YEAR	PROPOSED ACTIVITY NAME	AMOUNT
2021-2022	Homeownership Rehabilitation- The City's home repair program provides home repair assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare. The home repair program is limited to low-to moderate-income homeowners and is available on a first qualified, first served basis. The repairs and appliances purchased in the program are encouraged to promote green and sustainable products. Products and home improvements consistent with the Energy Star Program are preferred.	\$313,272
2021-2022	Purchase Assistance- The City's Purchase Assistance Program is created to assist eligible homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas.	\$50,000
2021-2022	Oveta McKeithen Recreational Complex Playground- The project at Oveta McKeithen Recreational Complex, 445 SW 2 nd Street, will include an interactive playground, new shock-absorbing safety surfacing and a shade canopy.	\$150,000
2021-2022	Senior Transportation Program- The program provides transportation to eligible senior residents (62 and older) in Deerfield Beach who need transportation services. The program provides transportation to the following locations Monday through Friday: To and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries and post offices, local parks and beaches and local restaurants.	\$25,000
2021-2022	Adult Day Care Program- The adult day care services will provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services to assist with their functional abilities and promote their independence for a minimum of two days per week.	\$15,000
2021-2022	Seniors Health and Wellness Program- Provide health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older. Preventive, health promotion and wellness services along with health screenings, educational lectures, and exercise programs will be provided to encourage and promote the health and well-being of the seniors.	\$10,000
2021-2022	Planning and Administration- Cost associated with administering the Community Development Block Grant (CDBG) program and preparation of the Annual Action Plan and other requires reports.	\$140,818
	TOTAL	\$704,090

Public Comment

The five-day public comment period will commence May 24, 2021 and end May 28, 2021. A draft copy of the FY 2021-2022 Action Plan is located at the City of Deerfield Beach Legislative & Community Affairs Department located at 325 NW 2nd Avenue, Deerfield Beach or on the City's website at <https://www.deerfield-beach.com/1769/Approved-Docs> Citizens are encouraged to comment on the FY 2021-2022 proposed Annual Action Plan activities.

A public hearing at the City of Deerfield Beach City Commission Meeting is scheduled on Tuesday, June 1, 2021, and the proposed CDBG Annual Action Plan FY 2021-2022 is on the Agenda for Commission's consideration. The Commission Meeting is scheduled to begin at 7:00 p.m. on June 1, 2021, utilizing communications media technology with elected officials and City staff participating through video conferencing. Interested parties are encouraged to log-in at <http://www.deerfield-beach.com/1554/Meetings-Agendas> or participate in person in the City of Deerfield Beach Commission Chambers, City Hall, located at 150 NE 2nd Avenue, Deerfield Beach, Florida. Public comments for the meeting may also be provided via email to web.clerk@deerfield-beach (please include your name and address for the record).

For additional information on this hearing, please contact the City of Deerfield Beach, Community Development Department at (954) 480-6420. In accordance with the Americans with Disabilities Act and Florida Statutes Section 286.26, persons with disabilities needing special accommodation to participate in this hearing should contact the Office of City Clerk at least 72 (3 business days) hours prior to the hearing at 954-480-4213 for assistance.

EXHIBIT A

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

FY2021/2022 ANNUAL ACTION PLAN



**Prepared by
The City of Deerfield Beach
Legislative & Community Affairs Department**

Table of Contents

Executive Summary	3
AP-05 Executive Summary - 91.200(c), 91.220(b)	3
PR-05 Lead & Responsible Agencies – 91.200(b).....	6
AP-10 Consultation – 91.100, 91.200(b), 91.215(l)	7
AP-12 Participation – 91.401, 91.105, 91.200€.....	10
Expected Resources	12
AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2).....	12
Annual Goals and Objectives	15
AP-35 Projects – 91.420, 91.220(d).....	17
P-38 Project Summary	18
AP-50 Geographic Distribution - 91.420, 91.220(f)	21
AP-75 Barriers to affordable housing -91.420, 91.220(j).....	23
AP-85 Other Actions - 91.420, 91.220(k).....	24
Program Specific Requirements.....	26
EXHIBIT A- PUBLIC NOTICES.....	27
EXHIBIT B- PUBLIC COMMENTS	32
EXHIBIT C- SF 424.....	35
EXHIBIT D- CERTIFICATIONS	41
.....	44
EXHIBIT E- RESOLUTION	51

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Deerfield Beach is located in northeastern Broward County, Florida. Incorporated in 1925, it is a City with significant history. The City of Deerfield Beach has participated in the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program as a direct entitlement grantee since FY 2000. As a CDBG grantee, the City became eligible for State Housing Initiative Partnership (SHIP) program funding and later joined the Broward County Home Initiative Partnership (HOME) Consortium.

This Annual Action Plan is the second year (FY 2021/2022) of the Five-Year Consolidated Planning period, which covers years 2020 to 2024. The Annual Action Plan outlines the activities the City will undertake in the fiscal year 2021/2022 (October 1, 2021 to September 30, 2022). To receive CDBG funding, the City must assess local housing and community development needs, resources, and socioeconomic impediments toward building and sustaining viable neighborhoods. The projects identified in this plan will be primarily used to benefit low- to moderate-income residents of the City and focus on neighborhoods in the City with low- to moderate-income residents.

The City of Deerfield Beach vision statement is “To be the most dynamic South Florida Coastal Community in which to live, work and play” and its mission is “To enhance the quality of life within our community through a proactive and effective government.”

The City’s goals and values are the following: A cleaner, greener city; Vitality and revitalization of business districts and neighborhoods; Superior customer service and customer focused government; Encourage a close working relationship between the public and private sectors; Proactively address issues that will affect the quality of life for our community; Ensure the financial health of city government; Provide a safe and healthy environment; Advance employee development and satisfaction; and Effectively communicate among all levels of the organization and with the public.

2. Summarize the objectives and outcomes identified in the Plan

The Action Plan defines the one-year activities in relationship to the five-year goals and objectives of the Consolidated Plan covering Fiscal Years 2020-2024. The Plan provides a brief description of the programs and projects of the City of Deerfield Beach in FY 2021-2022, as well as funding other funding announcements. The City’s goals for FY 2021-22 are:

Preservation of Affordable Housing

The City continues to conserve its existing housing stock, especially housing available to low- and moderate-income persons in the City. The City’s goal is to provide decent, safe and sanitary housing to residents.

Provide Affordable Housing

Provide homeownership assistance to low-to moderate-income households through purchase assistance which includes down payment, closing cost, mortgage buy down and interest reduction.

Suitable Living Environment

The goal of providing a suitable living environment includes improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services by upgrading physical improvements such as sidewalk installation, street lighting, and improved public streets. As well as providing public service programs to seniors in the community.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the City to choose its goals and/or projects for FY 2021-22. A more detailed evaluation of past performance is documented in the City's FY 2019-20 Consolidated Annual Performance & Evaluation Report (CAPER). The City recognizes the evaluation of past performance is critical to ensure the City is implementing activities effectively and those activities align with the City's overall strategies and goals.

In 2019/2020, the most recent completed year, the City completed the following projects:

- Provided Purchase Assistance to eleven (11) households. (Utilized multiple funding sources)
- Completed Home Repair projects to eleven (11) households. (Utilized multiple funding sources)
- The senior transportation program provided assistance to forty-five (45) unduplicated seniors
- Completion of Carver Heights Community Sidewalk Project
- Provided Health & Wellness Program to fifty-three (53) seniors
- The Alzheimer's Adult Daycare assisted twenty-seven (27) seniors

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation, sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Deerfield Beach provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low- to moderate-income representative groups. The CPP details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of CAPER.

A draft of the Deerfield Beach FY2021/2022 Annual Action Plan was made available for public review, input and comments before being adopted by the City Commission and subsequently will be submitted to HUD. Citizens are encouraged to participate through public hearings held before the development of the draft, during review of the draft and adoption of the Action Plan. The plan was available for review on the City's website <https://www.deerfield-beach.com/1769/Approved-Docs>.

Date	Activity
March 8, 2021	Notice of Pre-Development Meeting
March 29, 2021	Pre-Development Meeting for Citizen Input
April 30, 2021	Notice of 30-day comment period
April 30, 2021 to May 31, 2021	30-day public comment period
June 1, 2021	Public Hearing and proposed approval of Annual Action Plan

Table 1 – Citizen Participation Schedule

5. Summary of public comments

Please see Appendix B for summary of citizen's comments and official response from City.

6. Summary of comments or views not accepted and the reasons for not accepting them

None of the comments received were rejected. See attached Appendix B for comments and official response from the City.

7. Summary

N/A

PR-05 Lead & Responsible Agencies – 91.200(b)

4. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Jonathan Salas	City of Deerfield Beach- Legislative & Community Affairs Department

Table 2 – Responsible Agencies

Consolidated Plan Public Contact Information

Jonathan Salas, Interim Director of Legislative & Community Affairs

City of Deerfield Beach

325 NW 2nd Avenue

Deerfield Beach, FL 33441

954-480-4464

Jsalas@deerfield-beach.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

4. Introduction

The City of Deerfield Beach has previously adopted a citizen participation plan that identified when public hearings and other consultations are to take place. During the planning of the Action Plan, the City coordinated with other housing and support service agencies to ensure available resources are utilized and leveraged. Interdepartmental coordination occurred this year to define needs of neighborhoods.

Provide a concise summary of the jurisdiction’s activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City staff works closely with the Deerfield Beach Housing Authority/Deerfield Beach Family Empowerment (DBHA/DBFE) to assist and support wherever needed. The housing authority is also the City’s Consultant for the City’s homeowner rehabilitation, purchase assistance rental, utilities and mortgage assistance programs. In addition, the City also coordinated with other housing and support service agencies to ensure that available resources are utilized and leveraged.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

N/A – The City of Deerfield Beach does not receive ESG funds. However, the City works with Broward County’s Continuum of Care Agency Homeless Initiative Partnership.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction’s area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A- The City of Deerfield Beach does not receive ESG funds.

2. Agencies, groups, organizations and others who participated in the process and consultations.

Table 3 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Broward County Homeless Initiative Partnership
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Children Services-Elderly Persons Services-Persons with HIV/AIDS Services-homeless Services-Health Services-Education Services-Employment Other government – County Other government – Local Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs – Chronically homeless Homeless Needs – Families with children Homelessness Needs – Veterans Homelessness Needs – Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Broward County Homeless Initiative was consulted to determine strengths and/or gaps in the institutional delivery system, homeless count, homeless facilities and needs of the at-risk community. It was determined that the services provided were comprehensive enough to service the needs of the target communities, however, the lack of funding limits the number that can be served.
2	Agency/Group/Organization	FORT LAUDERDALE HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services-Persons with HIV/AIDS Health Agency Other government – Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	City of Fort Lauderdale was consulted to determine the strengths and/or gaps in the institutional delivery system and the needs of those infected with HIV and/or AIDS. It was determined that the services provided were comprehensive enough to service the needs of the target community, however, the lack of funding limits the number that can be served.
3	Agency/Group/Organization	Deerfield Beach Housing Authority
	Agency/Group/Organization Type	Housing PHA Services – Housing Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Deerfield Beach Housing Authority was consulted on the Housing needs Assessment and strategies to proceed. The City of Deerfield Beach and the Deerfield Beach Family Empowerment, Inc., have historically worked well together and have partnered to provide affordable housing and other needs to LMI residents in the City.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Comprehensive Plan	City of Deerfield Beach – Planning & Development Services	The City Comprehensive Plan identifies the City's housing needs as well as other community needs which includes parks and street improvement.
State Housing Initiatives Partnership LHAP – Local Housing Assistance Plan	State of Florida Housing Finance Corporation	The City of Deerfield Beach administers the State funded housing program to assist very low/low and moderate-income persons/families. The City follows the LHAP to administer the housing programs.

Table 4 – Other local / regional / federal planning efforts

AP-12 Participation – 91.401, 91.105, 91.200€

4. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal setting

The Citizen Participation Plan (CPP) in accordance with the Housing and Community Development Act of 1974, as amended and 24 CFR Part 91, Subpart B: Citizen Participation and Consultation sets forth the citizen participation plan requirements. This section of the Act provides for and encourages citizen participation with particular emphasis on persons of low- to moderate-income, in addition to slum and blighted areas. Consistent with the Act, the City of Deerfield Beach provides citizens reasonable and timely access to local meetings, information and records. In addition, technical assistance is made available to low- to moderate-income representative groups. The CPP details the process to develop needs, review proposed activities and program performance as well as the manner in which hearings are advertised and conducted.

The CPP sets forth the City's policies and procedures for citizen participation in developing the Consolidated Plan, incremental action plans, any substantial amendments to such plans, and development of the Consolidated Annual Performance and Evaluation Report (CAPER). The CPP is available to the general public. Upon request, the City will provide the CPP in a form accessible to persons with disabilities (i.e. oral or large print for visually impaired).

Advertisement

The City of Deerfield Beach made available to citizens, public agencies, and other interested parties the summary of proposed projects and the amount allocated to each project. This information was published for comment in the "Observer", a newspaper of general circulation, and made available on the City's website.

The City responds to all concerns, questions and/or complaints from citizens related to the consolidated plan, amendment of the plan, or the performance report. The City will provide a timely, substantive written response to every written citizen question and/or concern within 15 working days, where practicable.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Broad Community Outreach	N/A	N/A	N/A	
2	Website- City of Deerfield Beach and DBHA	Broad Community Outreach	N/A	N/A	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Broad Community Outreach	<i>Will add after Commission meeting</i>	N/A	N/A	
4	Local Community Meetings	Broad Community Outreach	Designate information about programs.	N/A	N/A	
5	City Community Centers	Broad Community Outreach	Designate information about programs.	N/A	N/A	

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.420(b), 91.220(c) (1,2)

Introduction

The City of Deerfield Beach's CDBG allocation for FY 2021/2022 is \$693,865. The City's proposes to use the funds for homeownership rehabilitation assistance, purchase assistance, public services, commercial façade/economic development, and program planning and administration. The City anticipates receiving \$1,124,711 in State Housing Initiative Partnership (SHIP) funds and \$207,581.05 in Home Investment Partnership (HOME) funds through Broward County Consortium.

FEDERAL RESOURCES

Community Development Block Grant (CDBG)

CDBG was first authorized by the U.S. Congress in 1974, by the Housing and Community Development Act of 1974 (HCDA), with subsequent amendments. The primary purpose of the HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. At least 70% of all CDBG funds must be spent on activities which benefit low or moderate-income persons. Funds are used for housing to benefit low and moderate-income persons, public facilities and improvements, expanded public services, rehabilitation of private or publicly owned buildings; economic development activities that create or retain jobs for low and moderate-income persons.

Home Investment Partnerships Program (HOME)

The City is a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act In 1990. This Act created a variety of affordable housing programs, including the Home Investment Partnerships Act. The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition, rehabilitation, and new construction of housing, and tenant based rental assistance. In addition, HUD rules require that at

least 15% of HOME funds be set aside for community housing development organizations (CHDO) to develop affordable housing.

STATE RESOURCES

State Housing Initiative Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation under this program. Florida Housing administers the SHIP program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership. The program was designed to serve very low, low and moderate-income families.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public – federal	Admin and Planning Economic Development Housing Public Improvements Public Services	693,865	0	0	693,865	1,400,000	The City is an entitlement grantee and anticipates receiving \$693,865 over the next 2 years.
Supportive Housing Program	public – state	Housing	1,124,711	0	0	1,124,711	2,249,422	City is a State SHIP grantee receiving approximately \$1,124,711 per year.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other HOME Consortium	public – federal	Housing	207,581.05	0	0	207,581.05	415,162.10	As a member of the Broward County HOME Consortium, the City receives an annual allocation of approximately \$207581.05

Table 6 – Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

With the Purchase Assistance Program, the City will leverage funds with State and private bank funds for the mortgage of a property. The Homeownership Rehabilitation Program is leveraged with Federal and State funds as well.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city owns a limited supply of lots within LMI areas. In the future the city may use these lots for in-fill housing and mix-use development activities in conjunction with local non-profits or private developers.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives – 91.420, 91.220€(3) &€

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Rehabilitation	2020	2024	Affordable Housing	Citywide	Housing Rehabilitation	CDBG: \$305,092	Homeowner Housing Rehabilitated: 2 Household Housing Unit
2	Homebuyer Assistance	2020	2024	Affordable Housing	Citywide	Purchase Assistance	CDBG: \$50,000	Direct Financial Assistance to Homebuyers: 5 Households Assisted
3	Public Improvement	2020	2024	Non-Housing Community Development	Census Tract/Block Group 103.06 (1,2)	Public Improvement/ Infrastructure	CDBG: \$150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing.Benefit:2,000 Person Assisted.
4	Public Service – Senior Transportation	2020	2024	Non-Housing Community Development	Citywide	Public Service – Senior Transportation	CDBG: \$25,000	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted
5	Public Service Adult Day Care	2020	2024	Non-Housing Community Development	Citywide	Public Service	CDBG: \$15,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
6	Public Service Health & Wellness	2020	2024	Non-Housing Community Development	Citywide	Public Service	CDBG: \$10,000	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted
7	Planning and Administration	2020	2024	Non-Housing Community Development	Citywide	Administration	CDBG: \$138,773	Oversee the administration, development and implementation of the program

Table 7 – Goals Summary
Annual Action Plan
2021

Goal Descriptions

1	Goal Name	Housing Rehabilitation
	Goal Description	The goal is to provide homeowner rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare. The home repair program is limited to low-to moderate-income homeowners and is available on a first qualified, first served basis.
2	Goal Name	Homebuyer Assistance
	Goal Description	The goal of the Purchase Assistance Program is to provide assistance to eligible homebuyers with a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing.
3	Goal Name	Public Improvement/Infrastructure
	Goal Description	Public Improvement/Infrastructure – The goal is to facilitate the upgrades of public improvement and infrastructure. The projects will be completed in the CDBG Target Areas.
4	Goal Name	Public Service – Senior Transportation
	Goal Description	The goal of this project is to provide transportation services to seniors in our community to areas in the City.
5	Goal Name	Public Service – Wellness Program
	Goal Description	Public Service- The goal is it provide wellness services to seniors in our Community.
6	Goal Name	Public Service – Alzheimer Day Care Program
	Goal Description	Public Service- The goal is it provide day care services to seniors in our Community.

AP-35 Projects – 91.420, 91.220(d)

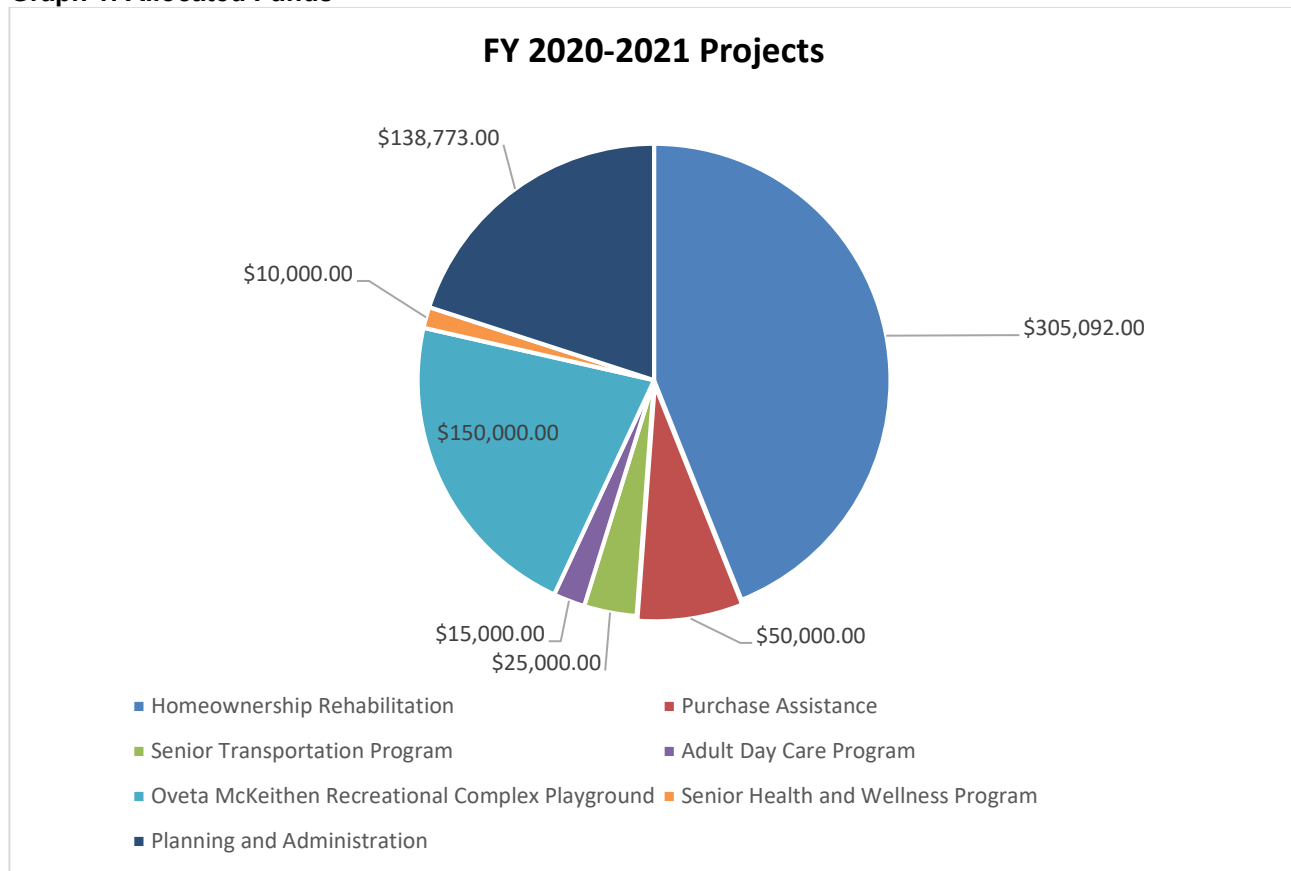
Introduction

The City identified FY 2021/2022 Annual Action Plan Projects.

#	Project Name	Amount
1	Homeownership Rehabilitation	\$305,092
2	Purchase Assistance	\$50,000
3	Senior Transportation Program	\$25,000
4	Adult Day Care Program	\$15,000
5	Senior Health and Wellness	\$10,000
6	Oveta McKeithen Recreational Complex Playground	\$150,000
7	Planning and Administration	\$138,773

Table 8 – Project Information

Graph 1: Allocated Funds



Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The main focus for the City is to maintain and provide decent affordable housing and improving the living environment of the City's low to moderate-income residents through public service and public improvements. The major obstacle is funding, or lack thereof. Both federal and state allocations fluctuate

and are often decreased from year to year making planning for the future and meeting the needs of the underserved difficult.

Cost Burden continues to be a top housing problem for the City of Deerfield Beach households. Increasing the employment opportunities for Deerfield Beach residents in tandem with expanding affordable housing opportunities can address the Cost Burden problem. In addition, much of Deerfield Beach housing problems are as a result of the age of the housing stock, reducing homeowner Cost Burden increases the probability of timely home maintenance repairs.

P-38 Project Summary

Project Summary Information

1	Project Name	Homeownership Rehabilitation
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation
	Needs Addressed	Maintaining Affordable Housing
	Funding	CDBG: \$100,000
	Description	The goal is to provide Homeowner Rehabilitation assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare.
	Estimate the number and type of families that will benefit from the proposed activities	2 LMI households
	Planned Activities	Homeowner Rehabilitation
2	Project Name	Purchase Assistance
	Target Area	Citywide
	Goals Supported	Homebuyer Assistance
	Needs Addressed	Expanding affordable housing
	Funding	CDBG: \$255,092
	Description	Purchase Assistance
	Estimate the number and type of families that will benefit from the proposed activities	5 LMI Households
	Planned Activities	Purchase Assistance
3	Project Name	Oveta McKeithen Recreational Complex Playground
	Target Area	Citywide
	Goals Supported	Public Improvements
	Needs Addressed	Public Improvements - Infrastructure

	Funding	CDBG: \$150,000
	Description	The project at Oveta McKeithen Recreational Complex, 445 SW 2 nd Street, will include an interactive playground, new shock-absorbing safety surfacing and a shade canopy.
	Estimate the number business that will benefit from the proposed activities	Approximately 2,000 LMI Families
	Planned Activities	Administration of the Program
4	Project Name	Senior Transportation Program
	Target Area	Citywide
	Goals Supported	Public Service - Senior Transportation
	Needs Addressed	Public Service - Senior Transportation
	Funding	CDBG: \$25,000
	Description	The Senior Transportation program is made available to persons 62 years and older who need transportation. The bus service may include the following locations Monday through Friday: To and from the NE Focal Point Senior Center, medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries and post offices, local parks and beaches and local restaurants.
	Estimate the number and type of families that will benefit from the proposed activities	50
	Location Description	Citywide
	Planned Activities	Transportation Services.
5	Project Name	Adult Day Care Program
	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$15,000
	Description	Provide physically, functionally limited, and/or cognitively impaired seniors 62 years old and older who reside in Deerfield Beach with supervision and supportive services.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.

6	Project Name	Senior Health and Wellness
	Target Area	Citywide
	Goals Supported	Public Service
	Needs Addressed	Public Service
	Funding	CDBG: \$10,000
	Description	Provide health support services to fulfill the physical, mental and social needs of Deerfield Beach residents 62 years old and older.
	Estimate the number and type of families that will benefit from the proposed activities	25
	Planned Activities	Public Service- Seniors.
7	Project Name	Planning and Administration
	Target Area	Citywide
	Goals Supported	Housing Rehabilitation Homebuyer Assistance Public Improvements Public Service - Senior Transportation Public Service
	Needs Addressed	Housing Rehabilitation Purchase Assistance Public Service Public Improvements
	Funding	CDBG: \$138,773
	Description	Administration of the Programs.
	Estimate the number and type of families that will benefit from the proposed activities	
	Planned Activities	Administration of the Programs.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

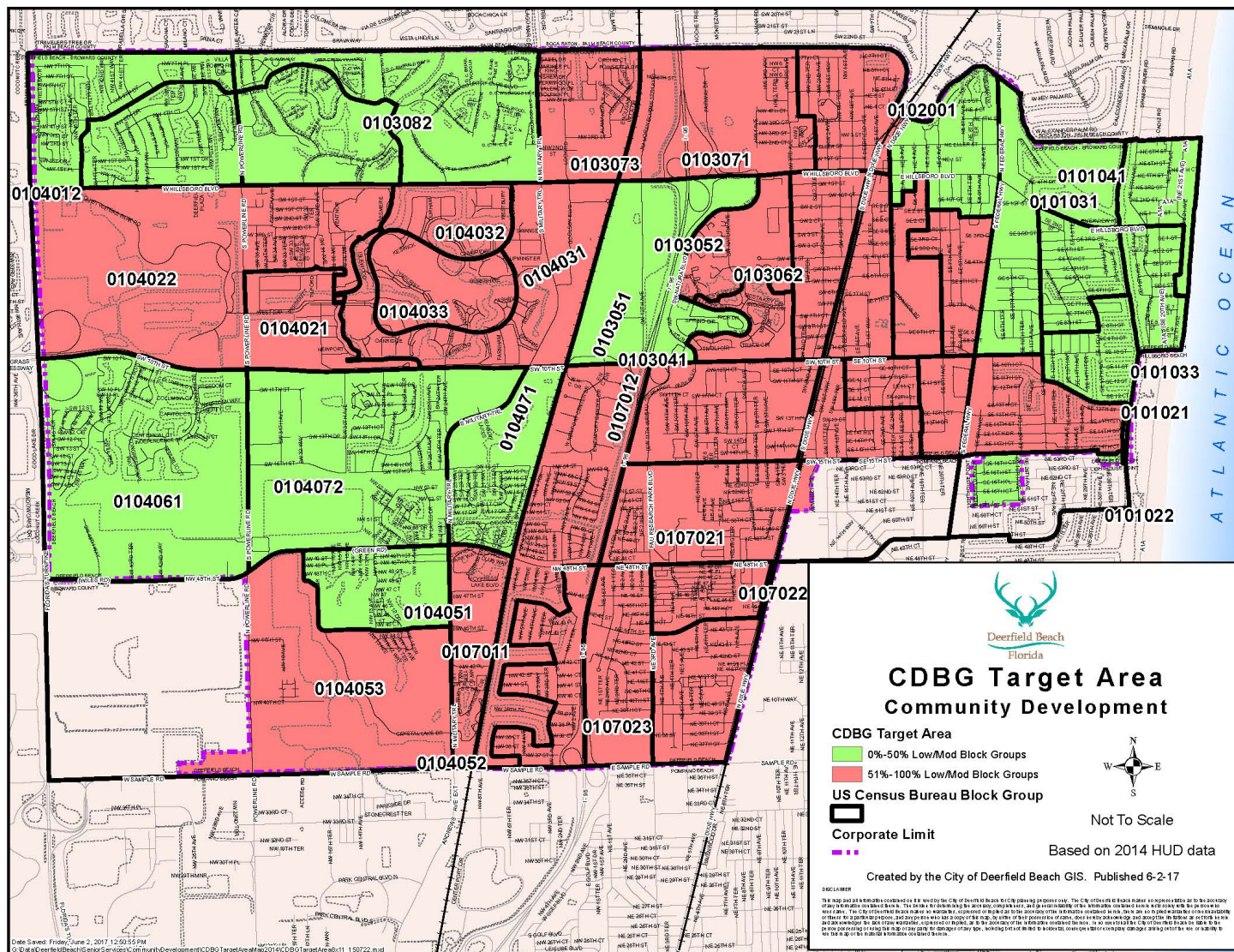
The City of Deerfield Beach is located in northeastern Broward County, Florida, just south of the Palm Beach County line. The City shares borders with Boca Raton in Palm Beach County (to the north) and the cities of Pompano Beach, Lighthouse Point, Hillsboro Beach and Coconut Creek in Broward County.

According to the Bureau of Economic and Business Research (BEBR), the City's population for 2016 is 78,042 with approximately 42,671 housing units. The City's household income according to the US Bureau of the Census' America Community Survey (ACS) 2011-2015 is \$40,626. The City's population is 67.6% White, 26.3% Black/African American, 1.8% Asian, and two or more races population at 2.6%. Hispanic or Latino residents (among any race) account for 16.1% of the population.

The City's CDBG target areas include areas with 51% or more of the residents are low to moderate income. The public improvement projects which include sidewalk installation and streetlights must be completed in the City's designated Target area. The area is characterized by low- to moderate-income concentration, with signs of economic decline, and slum and blighted areas. The target area map shows the areas in the City with low- to moderate-income concentration of 51.0 percent and above.

Rationale for the priorities for allocating investments geographically

N/A



AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Deerfield Beach housing market presents significant barriers to developing an adequate supply of affordable housing for low to moderate-income people. The City of Deerfield Beach has taken steps to remove regulatory barriers to affordable housing. The City will continue to educate residents on fair housing best practices and work with non-profits organizations serving low- and moderate-income residents. The City will continue to include strategies within the 2021 Action Plan to prioritize state and federal funding sources for affordable housing.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City will review its Comprehensive Plan, its zoning ordinance and building codes to ensure these documents do not contain barriers to affordable housing. Some policies implemented include:

- Permits as defined in s. 163.3177(6)(f)(3) for affordable housing projects are expedited to a greater degree than other projects.
- The City's Planning and Development Services and Legislative & Community Affairs Department staff through the City Commission maintain an ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

This section addresses the City of Deerfield Beach's planned actions to foster and maintain quality affordable housing, continue the mitigation of lead-based paint hazards in homes occupied by low- to moderate-income individuals, reduce the number of households in poverty through various services, programs and coordination of service providers. The City will continue to promote economic development initiatives that results in job training, job creation or job retention, especially for the low to moderate income target areas. The City will continue to undertake an educational campaign on fair housing, to ensure that Deerfield Beach residents have the widest range of housing choices.

Actions planned to address obstacles to meeting underserved needs

The Community Development Department along with the City Public Affairs and Marketing Department will continue to explore options of targeting underserved communities. The goal for the department is to create public awareness city-wide especially in the low to moderate communities. The City currently uses the following platforms to disseminate information to residents: social media, YouTube, city webpage, press release, message boards, HOA's, local faith-based organizations, community centers, libraries, flyers and local newspapers. The City will utilize all platforms and creative campaigns to assure the underserved communities are aware of CDBG activities.

Actions planned to foster and maintain affordable housing

The City will continue to foster and maintain affordable housing through its Purchase Assistance and Homeowner Rehabilitation programs. The City will also provide support or otherwise to private efforts to reinvest into the existing housing stock as such opportunities arise.

Actions planned to reduce lead-based paint hazards

The City will continue to ensure all housing programs and projects comply with lead paint regulations. Part of any City administered housing program, the City will ensure all appropriate lead hazard disclosures, brochures and testing are done in compliance with Federal regulations for those homes built prior to 1978. If abatement is required, specifications by a certified lead contractor will be written and incorporated into rehabilitation specifications to be implemented by the City with CDBG funding. These actions will prevent lead poisoning and hazards in the community.

Actions planned to reduce the number of poverty-level families

The City will continue to dedicate a portion of its federal and state funds to affordable housing strategies. In addition, the City collaborates with Broward Coalition for the Homeless, Broward County Continuum of Care Program, the Deerfield Beach Housing Authority and other Broward County agencies to support additional programs to limit poverty among the residents of the City. Housing counseling, debt management, credit repair, as well as other social services are provided within the City as well as through various partners available to assist residents in financial crisis.

Actions planned to develop institutional structure

Legislative & Community Affairs Department is responsible for the Planning and Administration of the

CDBG-Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report (CAPER) and all other reports associated with the CDBG program. The Legislative and Community Affairs Department will continue to foster relationship with non-profits in the City to seek insight as to the needs of the community.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Deerfield Beach participates in County/City Committees created to coordinate public, private and community-based efforts to expand affordable housing and economic development initiatives through research and program development activities that support community development joint ventures between the private and public sectors. Staff will attend affordable housing workshops and seek public and private collaborations to better serve the residents of the City.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Program Income is only generated when previous recipients of CDBG funds (or other entitlement programs) default on the terms of their deferred loan, at that time repayment is due to the City. The City's Homeowner Rehabilitation and Purchase Assistance activities are the only activities in which funds are issued in the form of a deferred loan.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1	The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2	The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	\$0
3	The amount of surplus funds from urban renewal settlements	\$0
4	The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	\$0
5	The amount of income from float-funded activities	\$0
	Total Program Income	\$0

Other CDBG Requirements

1. The amount of urgent need activities 0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 100.00%

EXHIBIT A- PUBLIC NOTICES

SUN-SENTINEL

Sold To:

City of Deerfield Beach - CU00122386
150 NE 2nd Avenue
DEERFIELD BEACH, FL 33441-3598

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Avenue
DEERFIELD BEACH, FL 33441-3598

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Jeremy Gates, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of , City of Deerfield Beach

Was published in said newspaper in the issues of; Mar 15, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

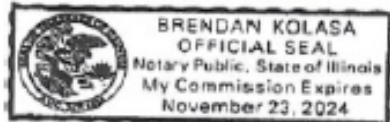


Signature of Affiant

Sworn to and subscribed before me this: April 22, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()

Affidavit Delivery Method:

Affidavit Email Address:

6903295

Annual Action Plan
2021

28

CORONAVIRUS OUTBREAK

Report: 3,699 new state cases, 30 more dead

By Susannah Bryan
South Florida Sun Sentinel

Florida reported 3,699 new coronavirus cases on Sunday and another 30 new resident deaths linked to COVID-19. The state has now reported 1,976,808 cases since the pandemic began, or nearly 2 million cases one year after the pandemic hit.

The last time so few deaths were reported was on Nov. 15, when Florida tallied 30 deaths.

The U.S. has more confirmed cases and deaths than any other country in the world. As of Sunday, more than 29.4 million Americans have tested positive for COVID-19 and more than 534,333 people have died across the U.S., as reported by Johns Hopkins University.

The U.S. accounts for

roughly one of every four cases reported worldwide and one of every five deaths.

Worldwide, nearly 119.6 million people have tested positive for COVID-19 and more than 2.65 million people have died while battling the coronavirus.

Brazil has reported the second most cases, with more than 11.4 million, followed by India with 11.3 million. Brazil has reported more deaths, with a tally of 277,102 compared to 158,607 in India and 194,490 in Mexico.

In Florida, the seven-day average for new cases has been on the decline since Jan. 8.

South Florida

Palm Beach County: 360 additional cases and 1 more death. The county now has 125,866 confirmed cases and

2,592 deaths, including 46 non-residents.

Broward County: 496 additional cases and 6 more deaths. Broward has a known total of 203,832 cases and 2,590 deaths since the beginning of the pandemic. The death tally includes 43 non-residents.

Miami-Dade County: 751 additional cases and 9 new deaths. The county now has 426,900 confirmed cases and 5,701 deaths, including 41 non-residents.

Testing and positivity

Public health experts say the virus is considered under control when the COVID-19 test positivity rate is under 5%. But since Oct. 29, Florida has exceeded 5% in its widely publicized calculation for assessing the rate

for testing of residents.

The state reported a daily positivity rate of 5.69% on Sunday, up from 5.16% the day before. This method of calculating positivity counts new infections only, but also counts repeat negative tests, which skews the figure downward.

According to the state, the new reported case numbers reflect the results of 66,725 COVID-19 tests of Florida residents received from labs in the past day, down from 100,089 results reported the day before.

Palm Beach County: Test results for 5,477 residents were reported Sunday, leading to a daily positivity rate of 6.68%. That's up from 5.12% the previous day.

Broward County: Test results for 8,700 residents were reported Sunday, leading to a daily positivity rate of 5.82%. That's down from 6.32% the previous day.

Miami-Dade County: Test results for 13,962 residents were reported Sunday,

leading to a daily positivity rate of 5.79%. That's down from 5.88% the previous day.

Deaths

The state's pandemic data report shows a total of 32,255 Floridians have died from COVID-19. In addition, 605 non-residents have died after contracting the virus. Most of the fatalities reported Sunday happened over several weeks but were just confirmed in the past day.

Out of all 50 states and the District of Columbia, Florida ranks No. 24 for deaths per 100,000 residents and No. 20 for cases per 100,000 residents, according to the latest data from the health department and the COVID Tracking Project.

Hospitalizations

As of Sunday, there were 2,805 people hospitalized in Florida with a primary diagnosis of COVID-19, accord-

ing to the state Agency for Health Care Administration.

In South Florida, Broward County reported 426, Palm Beach County had 177 and Miami-Dade had 499.

Hospitalizations hit a peak in late July of about 9,500 patients statewide, then dipped as low as 2,011 on Oct. 19. The numbers steadily increased throughout November and December.

Vaccines

In Florida, 1,864,201 people have received their first dose of the vaccine, or about 8.68% of the population.

So far, 2,276,947 people have completed the series of doses required to be vaccinated. That represents about 10.60% of the population.

Susannah Bryan can be reached at sbryan@sun-sentinel.com or on Twitter @Susannah_Bryan

Public Notice 2021-049 City of Deerfield Beach Public Hearing for Pre-Development of the Community Development Block Grant (CDBG) FY 2021-2022 Annual Action Plan

The City of Deerfield Beach is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program and anticipates receiving approximately \$693,865 in fiscal year 2021-2022 to address community development and housing needs in Deerfield Beach. As a funding requirement, the City must develop and adopt an Annual Action Plan that outlines community needs and local priorities.

The City will be conducting a pre-development meeting to obtain citizens input for its Annual Action Plan on Monday, March 29, 2021 at 6:00 p.m. in the City Hall Commission Chambers, located at 150 NE 2nd Avenue, Deerfield Beach, Florida 33441. Interested citizens and organizations are encouraged to attend.

For additional information, please contact the Legislative and Community Affairs Department at 954-480-4464.

Any person requiring auxiliary aids and services at the 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.

Rules

from Page 1
Springs, Jachles said.

If they are age 50 or older, they can go to Hard Rock Stadium, Marlins Park or anywhere vaccines are administered.

Currently, you can sign up for a vaccine at many CVS, Winn-Dixie, Walgreens and Wal-Mart pharmacies and all Publix pharmacies on Mondays, Wednesdays and

Fridays. Different locations and providers may have different criteria, so check with them as you sign up.

The Department of Health "pre-registration" website can be found at myvaccine.fl.gov. Residents can be notified directly when appointments near them are available at state-run COVID-19 vaccine sites.

Vaccines are also available with an appointment at a number of other locations

such as Tradewinds Park, Tree Tops Park, Markham Park, Snyder Park, Coral Square Mall, Lockhart Park, West Palm Beach VA Medical Center and the South Florida Fairgrounds.

People going to wait in line for the vaccine, even with an appointment, are encouraged to bring water, folding chairs and anything else they may need for a wait of an hour or more, Jachles said.

FLORIDA'S LOTTERY

Note: the Florida Lottery website was experiencing technical difficulties, so the payouts for Saturday's categories were not available. You can go to www.flalottery.com for full results.

Selected Sunday
Pick 2 (midday): 9-9
Pick 3 (midday): 0-7-0
Pick 4 (midday): 9-8-5-8
Pick 5 (midday): 6-3-4-8-1

Selected Saturday
Pick 2 (evening): 6-0
Pick 3 (evening): 9-3-0
Pick 4 (evening): 0-9-1-7
Pick 5 (evening): 9-3-6-5-0

Selected Saturday
Fantasy 5: 5-14-22-27-28
Lotto Double Play: 3-8-26-28-31-42
Powerball: 5-11-51-56-61
PP: 2x2
Cash 4 Life: 24-25-32-40-48-1

For more results, call 1-850-921-7529

To obtain winning numbers of payouts from other drawings, or for game information and data on how lottery dollars are spent:

Florida Lottery
Capitol complex
Tallahassee, FL 32399-4016
Floridalottery.com

SUN-SENTINEL

Sold To:

City of Deerfield Beach - CU00122386
150 NE 2nd Avenue
DEERFIELD BEACH, FL 33441-3598

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Avenue
DEERFIELD BEACH, FL 33441-3598

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

**State Of Illinois
County Of Cook**

Before the undersigned authority personally appeared
Jeremy Gates, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a
DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of , City of Deerfield Beach
Was published in said newspaper in the issues of; Apr 29, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM
BEACH/MIAMI-DADE County, Florida, and that the said newspaper
has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County,
Florida, each day and has been entered as second class matter at the post office in BROWARD County,
Florida, for a period of one year next preceding the first publication of the attached copy of advertisement;
and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any
discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the
said newspaper.

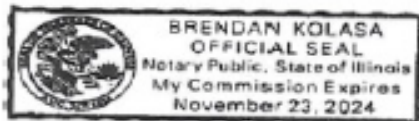


Signature of Affiant

Sworn to and subscribed before me this: May 11, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method:

Affidavit Email Address:
6935406

COVID-19 IN FLORIDA

State reports 5,178 new COVID-19 cases, 72 more deaths

By David Fleisher
Special Florida Staff Writer

Florida reported 5,178 new coronavirus cases on Wednesday and another 72 new resident deaths linked to COVID-19. The state has now reported 2,222,444 cases since the pandemic began.

South Florida

Palmetto Beach County—453 additional cases and 10 more deaths. The county now has 142,656 confirmed cases and 1,814 deaths, including 41 non-residents.

Broward County—446 additional cases and 9 more deaths. Broward has a known total of 214,699 cases.

and 2,004 deaths since the beginning of the pandemic. The death toll includes 48 non-residents.

Miami-Dade County—694 additional cases and 10 more deaths. The county now has 441,907 confirmed cases and 6,322 deaths, including 41 non-residents.

Testing and positivity

Public health experts say the virus is considered under control when the COVID-19 test positivity rate is under 5%. But since Oct. 29, Florida has averaged 6% in its weekly published statistic for assessing the rate for testing of residents.

The state reported a daily positivity rate of 6.26% on Wednesday, down from 6.92% the day before. This method of calculating positivity counts new infections only, but also counts repeat negative tests, which skew the figure downward.

According to the state, the new reported case numbers reflect the results of 60,291 COVID-19 tests of Florida residents received from labs in the past day, up from 76,340 results reported the day before.

Palmetto Beach County Test results for 6,716 residents were reported Wednesday, leading to a daily positivity rate of 6.07%. That's down from 7.07% the previous day.

Broward County Test results for 6,729 residents were reported Wednesday, leading to a daily positivity rate of 6.06%. That's down from 6.06% the previous day.

Miami-Dade County Test results for 17,440 residents were reported Wednesday, leading to a daily positivity rate of 6.06%. That's down from 6.06% the previous day.

Deaths

The numbers of hospitalized COVID patients and deaths in South Florida have declined.

The state's pandemic data report shows a total of 34,040 Florida residents died from COVID-19. In addition, 692 non-res-

idents have died after contracting the virus. Most of the fatalities reported Wednesday happened over several weeks but were concentrated in the past day.

Out of all 50 states and the District of Columbia, Florida ranks No. 23 for deaths per 100K residents and No. 16 for cases per 100K residents, according to the latest data from the health department and the COVID Tracking Project.

Hospitalizations

As of Wednesday, there were 4,299 people hospitalized in Florida with the primary diagnosis of COVID-19, according to the state Agency for Health Care Administration.

In South Florida, Broward County reported 468, Palm Beach County had 204 and Miami-Dade had 444.

Vaccines

In Florida, 2,741,216 people have received their first dose of the vaccine, or about 12.76% of the population.

So far, 4,684,717 people have completed the series of doses required to be vaccinated. That represents about 25.0% of the population.

David Fleisher can be reached at dfleisher@sentinel.com or 954-367-6610.

FLORIDA LOTTERY

Selected Wednesday
Picka (midday): 4-6-9
Picka (evening): 2-6-9
Picka (midday): 2-7-9-2
Picka (evening): 4-0-7-0-9
Selected Tuesday
Picka (evening): 3-0-1
Picka (evening): 0-1-1-9
Picka (evening): 0-1-0-2-9
For more info, call 1-800-828-6289

Selected Tuesday

Fantasy 5: 2-7-20-21-24

Win: \$100,000
Win: \$10,000
Win: \$1,000
Win: \$100
Win: \$10
Win: \$1

Major Millions

10-20-30-40-50-60-70

Jack Pot/Prize Play

10-20-30-40-50-60-70

Cash 4Life

10-20-30-40-50-60-70

To obtain winning numbers or payouts from your ticket, or for game information and rules on how to play, visit www.floridalottery.com

Florida Lottery
Capitol Complex
Tallahassee, FL 32399-6000
www.floridalottery.com

DeSantis to appear on town hall on Fox News

By Steven Lemonsky
Orlando Sentinel Staff Writer

Rox News Channel will air a live town hall from Orlando on Thursday night featuring Gov. Ron DeSantis and four other Republican governors.

The event, "Red State Trailblazers," will be moderated by Laura Ingraham, host of The Ingraham Angle.

The event will "focus on the successes and challenges each state has endured throughout the COVID-19 pandemic, including their state's approach to unemployment and GDP growth," according to Fox News.

DeSantis and the other governors, including Texas Gov. Greg Abbott, Iowa Gov. Kim Reynolds, Mississippi Gov. Tate Reeves and Nebraska Gov. Pete Ricketts, also will have an opportunity to respond to President Biden's first joint address to Congress on Wednesday.

The event comes after the Conservative Political Action Conference or CPAC, and the House Republican Caucus both held events this year in Orlando.



Fox News Channel will air a live town hall from Orlando on Thursday night featuring Gov. Ron DeSantis, above, and four other Republican governors. (ORLANDO SENTINEL/STEVEN LEMONSKY)

Ingraham said the Orlando Sentinel also chose to host the event in Florida not to spotlight DeSantis but because of the "very business-friendly environment" she said he's created in the state.

"It's an easy state to operate in," she said. "It's pretty obvious why CPAC and House Republicans want to do it in Florida. You're certainly not going to have a big convention in New York, or a big event

in New York, because you wouldn't be able to," Ingraham said. It was too early to say if DeSantis was the Republican presidential frontrunner for 2024, she said. "Anything can happen."

"We have no idea what the landscape will look like," she said. "I think anyone trying to predict 2024 is a foolhardy endeavor." The town hall is scheduled to air at 8 p.m. Thursday on the Fox News Channel.

NOTICE OF LIST OF PERMITTED AND CONDITIONAL USE CHANGE

The City of Fort Lauderdale, Florida proposes to adopt the following ordinance:

AN ORDINANCE OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING ARTICLE XII - ADDITIONAL ZONING DISTRICTS OF THE CITY OF FORT LAUDERDALE, FLORIDA, UNIFIED LAND DEVELOPMENT REGULATIONS, SECTION 47-37B.4, ENTITLED "LIST OF PERMITTED AND CONDITIONAL USES-UPTOWN URBAN VILLAGE NORTHEAST (UUN-NE); UPTOWN URBAN VILLAGE NORTHWEST (UUN-NW); UPTOWN URBAN VILLAGE SOUTHEAST (UUN-SE); UPTOWN URBAN VILLAGE SOUTHWEST (UUN-SW); AND UPTOWN URBAN VILLAGE SOUTH CENTRAL (UUN-SC)" TO AMEND THE TABLE OF PERMITTED AND CONDITIONAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

A public hearing on the ordinance will be held before the City Commission of the City of Fort Lauderdale, Florida, on Tuesday, May 4, 2021 at 6:00 p.m. or as soon thereafter as possible and a public hearing will be held before the City Commission of the City of Fort Lauderdale, Florida, on Tuesday, May 18, 2021 at 6:00 p.m. or as soon thereafter as possible, in the City Commission Room, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, and through communication media technology accessible through the City's website (www.fortlauderdale.gov), for the purpose of hearing any objections which might be made to the ordinance.

Any member of the public that is interested in speaking before the Commission virtually is required to complete the virtual speaker card. Any member of the public that is interested in speaking before the Commission in-person may sign up to speak at the meeting or by using the virtual speaker card. Due to COVID-19 distance requirements, there is very limited seating available, therefore we are encouraging members of the public to participate virtually when possible.

All interested parties may appear electronically at said meeting and be heard with respect to the proposed Ordinance. The proposed ordinance may be inspected by the public in the Office of the City Clerk, City Hall, 100 North Andrews Avenue, 7th Floor, Fort Lauderdale, Florida, or online at <https://www.fortlauderdale.gov/Calendar.aspx>.

JEFFREY A. MODARELLI, City Clerk, City of Fort Lauderdale, Florida
NOTE: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she 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.

Anyone needing auxiliary services to assist in inspecting the ordinance or in participation at the meeting please contact the City Clerk at (954) 628-8002 at a minimum of two days prior to the meeting.

PUBLIC NOTICE 2021-061 City of Deerfield Beach Community Development Block Grant Program (CDBG) Annual Action Plan FY 2021-2022 (10/1/21 to 9/30/22)

The City of Deerfield Beach is an entitlement recipient of federal funds and receives an annual allocation from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) program. In FY 2021-2022, the City anticipates receiving an allocation of approximately \$600,000. The purpose of these funds is to provide decent housing, a suitable living environment, and better economic opportunities for low- to moderate-income residents in the City of Deerfield Beach.

The Annual Action Plan identifies the proposed projects for federal funding for Fiscal Year 2021-2022 and shows the linkage between projects and the specific objectives developed to address the priority needs identified in the Community Development Block Grant (CDBG) program.

The City of Deerfield Beach Legislative & Community Affairs Department is soliciting public input for the preparation for the annual action plan. All interested agencies, organizations, and persons are invited to submit input on the Annual Action Plan to the Legislative & Community Affairs Department at 325 NW 2 Avenue, Deerfield Beach, Florida at 864-485-6200 or communityaffairs@cityofdeerfieldbeach.com.

YEAR	PROPOSED ACTIVITY NAME	AMOUNT
2021-2022	Emergency Assistance: The City's Home Repair program provides home repair assistance to homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety, and welfare. The home repair program is limited to low to moderate income households and is available on a first-come, first-served basis. The repairs and appliances purchased in the program are encouraged to promote green and sustainable products. Projects and items funded through this program include: roof repairs, roof replacements, exterior paint, window replacements, kitchen and bathroom remodels, and more.	\$180,000
2021-2022	Purchase Assistance: The City's Purchase Assistance Program is created to assist eligible households with a deferred payment loan to be applied towards the costs of purchasing or newly constructed (built as Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage fees, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas.	\$60,000
2021-2022	Debris Removal/Remediation/Complete Program: The project of Debris Removal/Remediation/Complete Program, also known as the "Clean City" program, includes new street sweeping, safety surfacing, and a shade canopy.	\$140,000
2021-2022	Senior Transportation Program: The program provides transportation to eligible senior residents (62 and older) in Deerfield Beach who need transportation services. The program provides transportation to the following locations: Medical Center, City Hall, and from the 60' North Point Senior Center, medical appointments, pharmacy for prescription drugs, grocery and department stores, local malls, libraries and post offices, local parks and beaches and local businesses.	\$25,000
2021-2022	Adult Day Care Program: The adult day care service will provide physically handicapped, elderly, and/or cognitively impaired seniors 18 years of age and older in Deerfield Beach with supervised and support services to assist with functional abilities and provide their independence for a minimum of two days per week.	\$15,000
2021-2022	Senior Health and Wellness Program: Provide health support services to help the physically handicapped and elderly residents of Deerfield Beach with health screenings, health promotion and wellness services along with health screenings, educational sessions, and exercise programs will be provided to encourage and provide the health and well-being of the seniors.	\$10,000
2021-2022	Planning and Administration: Costs associated with administering the Community Development Block Grant (CDBG) program and preparation of the Annual Action Plan and other required reports.	\$10,000
TOTAL:		\$600,000

Public Comment: The 30-day public comment period will commence April 30, 2021 and end May 31, 2021. A draft copy of the FY 2021-2022 Annual Action Plan is located at the City of Deerfield Beach Legislative & Community Affairs Department located at 325 NW 2 Avenue, Deerfield Beach or at the City's website at <https://www.cityofdeerfieldbeach.com/166892/open-Data>. Comments are encouraged to be submitted to the City of Deerfield Beach Legislative & Community Affairs Department by June 1, 2021, and the proposed FY 2021-2022 Annual Action Plan will be submitted to the City of Deerfield Beach Legislative & Community Affairs Department by June 1, 2021.

The proposed FY 2021-2022 Annual Action Plan will be submitted to the City of Deerfield Beach Legislative & Community Affairs Department by June 1, 2021. The proposed FY 2021-2022 Annual Action Plan will be submitted to the City of Deerfield Beach Legislative & Community Affairs Department by June 1, 2021. The proposed FY 2021-2022 Annual Action Plan will be submitted to the City of Deerfield Beach Legislative & Community Affairs Department by June 1, 2021.

For additional information on this hearing, please contact the City of Deerfield Beach, Community Development Department at (864) 485-6200. In accordance with the Americans with Disabilities Act and Florida Statutes Section 218.30, persons with disabilities needing special accommodations to participate in the hearing should contact the Office of City Clerk at least 10 (10) business days prior to the hearing at 864-485-6213 for assistance.

EXHIBIT B- PUBLIC COMMENTS

Exhibit B

**City of Deerfield Beach
CDBG FY 2021-2022 Annual Action Plan Pre-Development Meeting
City Hall Commission Chambers
Monday, March 29th, 2021 at 6:00 pm**

Questions/Comments & City's Response

Question: Can you explain the types of services covered under the Home Repair program?

City Response: The City Homeowner Rehabilitation Program is designed for residents who income is low-to-moderate. Applicants are eligible to receive up to \$50,000 in assistance. Repairs include roof replace, mold remediation, new windows, new doors, shutters AC's, etc.

Question: When will the City begin to except applications for the Homeowner Rehabilitation Program?

Response: The City currently has no funding available for the Homeowner Rehabilitation Program; however, the City new fiscal year begins October 1st, 2021 at that point the City will begin accepting application again.

Question: If residents needs immediate assistance, can homeowner pay for work and receive reimbursement from CDBG?

Response: No, the CDBG program does not work on a reimbursement basis. Applicants must apply for program when funding is available. Applicants will go through an income verification process, once approved an inspector will be assigned to inspect property and determine repairs that are needed. The City approved list of contractors will then be notified of project by the inspector allowing contractors to bid on project. The City Consultants will assign project to the lowest responsive bidder.

Question: Can you provide a copy of the power point presentation?

Response: Yes, City staff will email power point presentation.

Question: Whit CDBG funds can the City assist residents with sewer connections?

Response: Yes, the City can assist residents with installation of sewer connections; however, with the City annual allocation is not large enough to fund sewer projects. The City has partnered with Utility Service Line to provide plumbing insurance to replace

plumbing from your home to the City sewer connection. This is a good insurance to research.

Question: How will residents know about meetings and when funding is available?

Response: A requirement of CDBG is to notify the public of public comment periods, notice of funding, public hearings and any activities related to CDBG. When the program opens an begin accepting applications the City will advertise the program in the local newspaper, on the City Webpage and the City Social Media platforms

EXHIBIT C- SF 424

Application for Federal Assistance SF-424		
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application		
* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision		
* If Revision, select appropriate letter(s): * Other (Specify): 		
* 3. Date Received: 7/15/2020		4. Applicant Identifier:
5a. Federal Entity Identifier: B21MW120046		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State: 		7. State Application Identifier:
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Deerfield Beach		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000305		* c. Organizational DUNS: 0863820900000
d. Address:		
* Street1: 150 Northeast 2nd Avenue		
Street2:		
* City: Deerfield Beach		
County/Parish:		
* State: FL: Florida		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 33441		
e. Organizational Unit:		
Department Name: Legislative & Community Affair		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr. * First Name: Jonathan		
Middle Name:		
* Last Name: Salas		
Suffix:		
Title: Interim Legislative & Community Aff. Director		
Organizational Affiliation: 		
* Telephone Number: 954-480-4464		Fax Number:
* Email: jsalas@deerfield-beach.com		

Application for Federal Assistance SF-424*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:****11. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant: 22	* b. Program/Project:
Attach an additional list of Program/Project Congressional Districts if needed.	
	Add Attachment Delete Attachment View Attachment
17. Proposed Project:	
* a. Start Date: 10/01/2021	* b. End Date: 09/30/2028
18. Estimated Funding (\$):	
* a. Federal	693,865.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	693,865.00
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .	
☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
☒ c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)	
☐ Yes ☒ No	
If "Yes", provide explanation and attach	
	Add Attachment Delete Attachment View Attachment
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
☒ ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Mr.	* First Name: David
Middle Name:	
* Last Name: Santucci	
Suffix:	
* Title: City Manager	
* Telephone Number: 954-480-4261	Fax Number:
* Email: web.citymgr@deerfield-beach.com	
* Signature of Authorized Representative: 	* Date Signed: 4/13/20

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Deerfield Beach	4/13/21

SF-424D (Rev. 7-97) Back

EXHIBIT D- CERTIFICATIONS

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

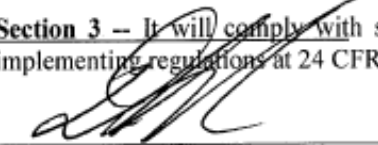
Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- ~~It will comply with section 3 of the~~ Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.


Signature/Authorized Official

4/13/21
Date

City Manager
Title

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) **2021**, a period specified by the grantee consisting of one, **two**, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R;

Compliance with Laws -- It will comply with applicable laws.



Signature/Authorized Official

4/13/21

Date

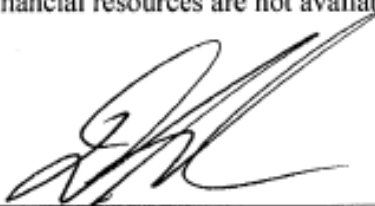
City Manager

Title

OPTIONAL CERTIFICATION CDBG

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.



Signature/Authorized Official

4/13/21

Date

City Manager

Title

Specific HOME Certifications

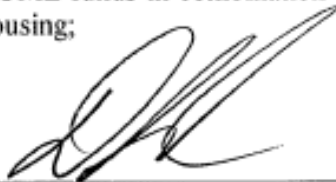
The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

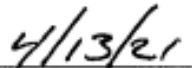
The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



Signature/Authorized Official



Date



Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

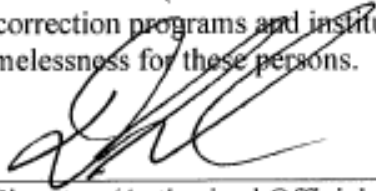
Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.



Signature/Authorized Official

4/13/21

Date

City Manager

Title

Housing Opportunities for Persons with AIDS Certifications

The HOPWA grantee certifies that:

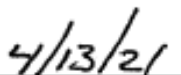
Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

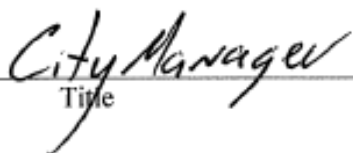
1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature/Authorized Official



Date



Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT E- RESOLUTION

Resolution pending June 1, 2021 Commission Meeting



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: 6/1/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-077: 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

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, FLORIDA
NOTICE OF PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED that a public hearing will be before the City Commission on **Tuesday, June 1, 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. 2021-077: 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.

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 21, 2021



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: 6/1/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2021-078: 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

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 ~~striketrough~~.

- (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

**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, June 1, 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. 2021-078: 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.

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 21, 2021



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-727

Agenda Date: 6/1/2021

Status: CONSENT - BOARD
APPOINTMENT

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Najaim Musto as a member of the Non-Uniform Employees Retirement Plan Committee; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the request of the Non-Uniform Pension Retirement Committee, an election was scheduled to be held in May for one vacancy. The registration period was held from May 11, 2021 - May 18, 2021. Only one application was received. Included in the agenda backup is the application for Najaim Musto who was unopposed for appointment to the Non-Uniform Pension Retirement Committee.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, CONFIRMING NAJAIM MUSTO AS
A MEMBER OF THE NON-UNIFORMED EMPLOYEES
RETIREMENT PLAN COMMITTEE; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-161 of the City Code, the Non-Uniformed Employees Retirement Plan Committee (the “Committee”) is comprised of five members: two members are appointed by the City Commission, two plan participants are elected by non-uniformed employees of the plan participants, and the fifth member is chosen by the majority of the four other Committee members, with all appointees serving a four (4) year term; and

WHEREAS, there a vacancy for an elected member; and

WHEREAS, Section 54-162 of the City Code provides procedures for filling vacancies on the Committee, and requires an election be held to fill employee representative vacancies; and

WHEREAS, during the registration period of May 11, 2021 through May 18, 2021 for the election, the City Clerk’s Office accepted applications for the vacancy; and

WHEREAS, during that period, only one application was received; therefore, the candidate, Najaim Musto was unopposed.

**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. Najaim Musto is hereby confirmed as a member to the Non-Uniformed Employees Retirement Plan Committee for a term commencing upon passage of this Resolution and ending on June 1, 2025.

Section 3. Mr. Musto shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE

Creating Authority:

Ordinance No. 894
 Amended by Ordinance No. 1079
 Amended by Ordinance No. 1989/031
 Amended by Ordinance No. 2011/015
 Amended by Ordinance No. 2013/012

Method of Appointment:

Two (2) Resident Members - Resolution of Commission for Terms of Four (4) Years
 Two Employees - Elected by Non-Uniformed Employees for Terms of Four (4) Years
 Fifth Member - Chosen by Above Principals for a Term of Four (4) Years

**Ordinance No. 2013/012 - extended terms from two (2) years to four (4) years
 for elected and appointed members. (April 16, 2013)

Financial Disclosure:

Required

Compensation:

None

Liaison:

Livia Giuliani, Benefits USA (954) 730-2068 or livia@benefits-usa.org

Meeting Dates:

2nd Monday, quarterly

Board Attorney:

Robert Sugarman / Pedro Herrera 305-529-2801

Functions and Responsibilities:

To administer the funds of employees and City contributions in accord with sound actuarial principals.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Rolwing (Commission)	318 Deer Creek Run Deerfield Beach, FL 33442	698-6724	SELF	2020/157	11/10/20	11/09/24
Valerie Hackett (Commission)	800 SE 20 th Avenue, Apt #904, Deerfield Beach, FL 33441	954-536-1877 (h) 954-536-1877 (c)	Patterson	2021/062	04/20/21	11/09/24
VACANT (Board Members)	Deerfield Beach, FL 33442		Andison			11/30/20
Lee Magnuson (Employees)	220 S.E. 10 th CT Deerfield Beach, FL 33441	427-4790	Adams	2018/056	04/17/18	04/17/22
VACANT (Employees)			Miller			09/30/21



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: Non-Uniform Employee Pension Board

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Najaim Musto

Address 856 NW 6th Drive

City Boca Raton State FLORIDA Zip 33486

I reside in District # (can be found on back of your Voter Registration Card)

Year-Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone Work/Mobile Phone (561) 542-4594

E-mail culinaryrescue@aol.com

Employer Retired

Address

Occupation (if retired, please indicate and list former occupation) Retired Ocean Rescue Captain

Please list any governmental Advisory Boards or Committees on which you currently serve:

REV 05/2020

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

High School Diploma, Associate Occupational Studies (culinary)

Professional: Certification(s)

EMT, Lifeguard Safety Instructor

Knowledge: Training, interest or experience

Previously employed by City of Deerfield Beach Ocean Rescue for 24 years

Community Involvement: List organizations/positions

Founders Day Committee

Organizations: Memberships

United States Lifeguard Association

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature: *Najaim Musto*

Date: 5/14/21

Print Name: *Najaim Musto*

Return completed application to:
City Clerk's Office
150 NE 2nd Avenue, Deerfield Beach, FL 33441
Phone: 954-480-4213
Website: www.deerfield-beach.com

Fax: 954-480-4323
E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



NOTICE OF ELECTION
NON-UNIFORMED RETIREMENT
PENSION BOARD

YOU ARE HEREBY NOTIFIED that the period to register for the Non-Uniformed Retirement Pension Board election has expired.

Currently, there is one (1) position available for election; whereby, only one (1) application was received during the registration period of May 11, 2021 – May 18, 2021. Therefore, the following candidate was unopposed and will be appointed to the Non-Uniformed Retirement Pension Board.

Najaim Musto

NO ELECTION WILL BE HELD FOR THIS BOARD

Should you have any questions, please feel free to contact the City Clerk's Office.

CITY OF DEERFIELD BEACH, FLORIDA
BY: 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. 2021-713

Agenda Date: 6/1/2021

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 State Highway Lighting, Maintenance, and Compensation Agreement with the Florida Department of Transportation for the City's maintenance of lighting located on the State Highway system within the City for a seven-year term; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In accordance with Florida Statutes, 334.044 and 335.055, the Florida Department of Transportation ("FDOT") may enter into an agreement with the City, the Maintaining Agency, for lighting systems within the jurisdictional boundaries of the City.

The City will be compensated for lighting systems at a rate of \$309.10 per light in Fiscal Year 2022, which shall increase by 3% each Fiscal Year.

The City's maintenance requirement is to ensure the lights are properly functioning with a minimum of 90% of all lights burning at all times. Required maintenance includes providing electrical power, paying all electrical energy charges, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts (including poles installed as part of the lights), and locating the light pole. All repairs and replacements are in kind unless a variance is approved in writing by FDOT.

Current Activity

The City has conducted a physical audit of lights and will provide FDOT with the number of lights within the City's jurisdiction annually. The City will be compensated for new lights that are added and accepted by the City during the course of the year.

Recommendation

It is recommended the City Commission of the City of Deerfield Beach, Florida, approve the Highway Lighting Maintenance Agreement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CITY'S MAINTENANCE OF LIGHTING LOCATED ON THE STATE HIGHWAY SYSTEM WITHIN THE CITY FOR A SEVEN-YEAR TERM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation ("FDOT") is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into a lighting, maintenance, and compensation agreement with the City; and

WHEREAS, FDOT has identified sites where lighting and/or lighting systems are located on the State Highway System within the jurisdictional boundaries of the City; and

WHEREAS, FDOT and the City wish to enter into a State Highway Lighting, Maintenance, and Compensation Agreement (the "Agreement") for the City to undertake the maintenance and operation of lighting on the State Highway System within the City for a 7-year term (the "Services"); and

WHEREAS, FDOT will compensate the City for the Services at a rate of \$309.10 per light in Fiscal Year 2022, which rate shall increase by 3% each year thereafter; and

WHEREAS, City staff recommends approving and authorizing execution of the Agreement with FDOT, attached as Exhibit "A," for the Services.

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

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

Section 2. The City Commission hereby approves the Agreement with FDOT, attached as Exhibit "A," for the Services.

Section 3. The City Commission hereby authorizes the City Manager to execute the 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 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, CITY CLERK

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
OGC – 02/21
Page 1 of 8

CONTRACT NO. ASM21
FINANCIAL PROJECT NO. 405118-2-78-06
F.E.I.D. NO. _____

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and City of Deerfield Beach, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- c. All maintenance must be in accordance with the provisions of the following:
- (1) Manual of Uniform Traffic Control Devices; and
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY's** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.
- Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.
- e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the **FDOT's** fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of \$ \$229,661.30 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

FDOT:

Florida Department of Transportation, District IV
District Maintenance Office
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
 - 4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
 - 5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 1

863-519-2623

D1prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830**

District 6

305-470-5453

D6prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800**

District 2

386-758-3727

D2prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025**

District 7

813-975-6491

D7prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612**

District 3

850-330-1391

D3prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428**

Florida's Turnpike Enterprise

407-264-3170

TPprcustodian@dot.state.fl.us

**Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General
Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761**

District 4

954-777-4529

D4prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309**

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

**Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458**

District 5

386-943-5000

D5prcustodian@dot.state.fl.us

**Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND
COMPENSATION AGREEMENT**

375-020-52
MAINTENANCE
OGC – 02/21
Page 7 of 8

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You MUST signify by selecting one of the applicable options:

- ☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature)

(Printed Name: _____)

Date: _____

(Printed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature)

(Printed Name: Paul A. Lampley, P.E.)

Date: _____

(Printed Title: Director of Transportation Operations)

FDOT Legal Review

BY: (Signature)
Counsel

Date: _____

(Printed Name: Dawn Raduano)

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2021 - 2022

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. attached Spreadsheet
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$309.10 in fiscal year 2022 shall increase to \$318.37 in fiscal year 2023.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ____%. Example: 330 (lights) x \$____ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	1.00%	Total
High Mast		HPS	309.10	1.00	0.00
Standard	743	HPS	309.10	1.00	229661.30
Underdeck		HPS	309.10	1.00	0.00
Sign		HPS	309.10	1.00	0.00
High Mast		LED	309.10	1.00	0.00
Standard		LED	309.10	1.00	0.00
Underdeck		LED	309.10	1.00	0.00
Sign		LED	309.10	1.00	0.00



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-720

Agenda Date: 6/1/2021

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 Contract #JB8311E-06-2021 with the Areawide Council on Aging of Broward County, Inc. for the UNIPER Pilot Program in the amount of \$7,115.12; authorizing execution of the Contract; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Potential Revenue: \$7,115.12

Account Name: New Pilot Project - Local Service Program

Account Number: 101-0000-334-697

Background/History

During COVID-19, seniors (ages 60 and older) have been sheltering in place to ensure their continued good health and safety. To ensure the continued good health and safety for those seniors, the Area Agency on Aging has implemented the pilot technology project, UNIPER. UNIPER provides tech enabled services for the Center for Active Aging's participants to socialize and engage in activities while at home via their televisions.

Current Activity

The Recreation Coordinator and Certified Nursing Assistant have been working with the seniors to provide coaching with the UNIPER technology in order to encourage them to engage in activities while at home and prevent social isolation and loneliness. The agreement for the UNIPER program will be effective retroactively from October 30, 2020 through October 30, 2021.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING CONTRACT #JB8311E-06-2021 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR THE UNIPER PILOT PROGRAM IN THE AMOUNT OF \$7,115.12; AUTHORIZING EXECUTION OF THE CONTRACT; PROVIDING AN EFFECTIVE DATE

WHEREAS, during COVID-19, seniors (ages 60 and older) have been sheltering in place to ensure their continued good health and safety; and

WHEREAS, the typical activities seniors used to engage in, such as attendance at a senior center or adult day care, group classes, and outings with their peers, have not been viable options due to the risks of catching COVID-19; and

WHEREAS, although sheltering in place has been a lifesaver for seniors, the ramifications have been an increase in loneliness, depression, and isolation; and

WHEREAS, the UNIPER Pilot Program (the “Program”) will provide seniors that previously participated in the Senior Center, Day Program, and other Areawide Council on Aging of Broward County, Inc. (the “Council”) programs regularly prior to COVID-19 with equipment to adapt their television, or an app for their smartphone or tablet to engage in activities; and

WHEREAS, the Program's tech-enabled service is used to empower seniors to be more physically and socially active, less lonely, and promote preventive care, and will provide a mechanism for seniors to connect with live interactive programming, recorded programs around health and wellness, family or peer connections, and personalized City or Council programs and services specifically within Broward County; and

WHEREAS, the City wishes to contract with the Council for the Program pursuant to the UNIPER Pilot Program Contract #JB8311E-06-2021 (the “Contract”); and

WHEREAS, the term for the Contract will be retroactive from October 30, 2020 through October 30, 2021; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of the Contract with the Council, attached as Exhibit “A,” for the Program in the amount of \$7,115.12.

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 Contract with the Council, attached as Exhibit “A,” for the Program in the amount of \$7,115.12.

Section 3. The City Manager is hereby authorized to execute the Contract with the Council, 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 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.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC.
UNIPER - PILOT
REFERRAL AGREEMENT**

This Referral Agreement is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council”, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging, hereinafter referred to as the “Provider”, who are collectively referred to as the “Parties.” Funding under this Agreement is provided by State of Florida Appropriations through, and administered by the Areawide Council on Aging of Broward County, Inc.

1. Statement of Need

During COVID-19, seniors (60 and older), to ensure their continued good health and safety, have been sheltering in place. Typical activities used to engage in, such as attendance at a senior center or adult day care, group classes, and outings with their peers, have not been viable options as the risk of catching COVID-19 has been too great.

Consequently, seniors in Broward who previously attended Provider programs have no longer been able to socialize with their peers since the inception of COVID-19.

Many of these seniors live at home alone and are not experiencing essential social interaction, critical to their health.

According to the Department of Elder Affairs, 2018 profile of Older Floridians in Broward County, 65% of the female population and 35% of the male population 60 and older live alone.

Unfortunately, although sheltering in place has been a lifesaver for seniors, the ramifications have been an increase in loneliness, depression, and isolation.

The impact of social isolation itself has been cited as having the effect of smoking over 15 cigarettes a day (study by Brigham Young). It leaves an already vulnerable population even more vulnerable and can negatively impact a senior's health.

The CDC's website states, "Public health actions, such as social distancing, can make people feel isolated and lonely and can increase stress and anxiety. However, these actions are necessary to reduce the spread of COVID-19."

Stress during an infectious disease outbreak can sometimes cause the following:

- Fear and worry about your own health and the health of your loved ones, your financial situation or job, or loss of support services you rely on.
- Changes in sleep or eating patterns.
- Difficulty sleeping or concentrating.
- Worsening of chronic health problems.
- Worsening of mental health conditions.
- Increased use of tobacco and/or alcohol and other substances.

Council's provider network has worked to connect with seniors differently since they have been unable to attend programs in person. Programs such as telephone reassurance, emergency home meal delivery, support groups, adopt a pen pal and offering caregiver support classes and health and wellness presentations over zoom have all been initiatives started in order to reach the senior population.

Each senior will receive equipment to adapt to the senior's television or an app for their smartphone/tablet. Uniper's tech-enabled service is used to empower seniors to be more physically and socially active, less lonely, and promote preventive care. During this pilot, the Provider will be tracking the effectiveness of the technology in addressing the impacts of isolation, such as loneliness and depression. The technology will provide a mechanism for seniors and qualified seniors to connect with live interactive programming, recorded programs around health and wellness, family and/or peer connections, and personalized Provider and/or Council programs and services specifically within Broward County.

2. Under this Agreement, the Provider agrees to the following:

- a. Provide to the Council a list of approximately 10 seniors, per group that will be participating in the UNIPER Pilot Program that was previously participating in the Senior Center; Day Program; CCE Program or other AAABC program regularly prior to COVID-19.
- b. Assess the senior's available device(s) to determine the equipment necessary to participate in the UNIPER Pilot Program.
 - i. Television;
 - ii. Personal Computer (desktop or laptop); or
 - iii. Tablet
- c. Report weekly utilization and changes in the size of the client's social network.
- d. Assign staff to provide technical support and coaching to each senior enrolled in the UNIPER Pilot Program.
- e. Ensure seniors are utilizing UNIPER's tech-enabled services to help seniors' combat isolation, reduce loneliness, create collaborative communities and embrace a healthy lifestyle.
- f. Ensure staff will participate in any conference calls with Council and/or UNIPER as requested.
- g. Seniors may choose to discontinue their participation in the UNIPER Pilot Program at any time with written notice to the Provider. The Provider will follow up with the senior within three (3) days of receipt of said notice to confirm the senior's intent. Written notification will be sent to the Council upon termination of services within five (5) days. Once services have been terminated, the senior will no longer be eligible for the UNIPER Pilot Program. Provider will be responsible to secure equipment to be returned to the Council within ten (10) days.

- h. The Provider will notify the Council of any disputes regarding services, or other agreement issues within five (5) business days of being noted.
- i. The Provider is a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and thus must comply with all HIPAA privacy and security regulations.

3. Under this Agreement, the Council will:

- a. Process monthly invoices and reimburse the Provider in a timely manner, and
- b. Provide technical assistance and oversight on matters bearing on the provision of services or on the administration of these funds.

4. Terms

Services performed under this Agreement will begin on October 30, 2020 and terminate on October 30, 2021.

5. Agreement Amount

The Council agrees to pay for services according to the deliverables of this agreement in the amount not to exceed \$7,115.12, subject to the availability of funds.

6. Services to be provided/reimbursed:

- a. Under this Agreement, the Provider will provide case management on a weekly basis. It is the prime focus of the UNIPER Pilot Program that the senior is engaged to combat isolation, reduce loneliness, create collaborative communities and embrace a healthy lifestyle.
- b. The Provider will be reimbursed as in ATTACHMENT II (Budget Summary)
- c. Payments, made under this Agreement, constitute the total cost of care. No additional charges will be billed to other Council funded contracts.

7. Notice, Contact, and Payee Information:

- a. The name, address, and telephone number of the representative for the Council for this Agreement is:
Charlotte Mather-Taylor, Executive Director
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road
Sunrise, FL 33351
(954) 745-9567 Fax: (954) 745-9584
- b. The name, address, and telephone number of the representative of the Provider responsible for administration of the Program under this Agreement is:
City of Deerfield Beach, Florida
Northeast Focal Point Senior Center dba Department of Active Aging
Donna DeFronzo, Director of Senior Services
227 NW 2nd Street
Deerfield Beach, FL 33441
954-480-4449

8. Termination

In the event this Agreement is terminated, under any one of the following conditions, the Provider agrees to submit, at that time, a notice of intent and a plan which identifies procedures to attempt to ensure services to seniors will not be interrupted or suspended by the termination.

a. Termination at Will:

This Agreement may be terminated by any party upon no less than fourteen (14) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both Parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b. Termination Because of Lack of Funds:

In the event funds to finance this Agreement become unavailable, the Council may terminate this Agreement upon no less than thirty (30) calendar days notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Council shall be the final authority as to the availability of funds.

c. Termination for Breach:

Unless a breach is waived by the Council in writing, or the Provider fails to cure the breach within the time specified by the Council, the Council may, by written notice to the Provider, terminate this Agreement upon no less than thirty (30) calendar days notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

d. In the event this Agreement is terminated, under any one of the conditions in this section, the Provider shall be paid for any services performed under this Agreement through the termination date specified in the written notice of termination.

e. Upon termination of this Agreement, the Provider will either transfer, at no cost to the Council, all public records in possession of the Provider, or will keep and maintain public records required by the Council. If the Provider transfers all public records to the Council upon termination of this Contract, Provider shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Provider keeps and maintains public records upon termination of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

9. Consequences for non-compliance

The Provider shall ensure 100% of the minimum performance standards identified in Attachment I are met pursuant to this Agreement's requirements. Failure to meet the minimum performance standards identified in this Agreement shall result in the following consequences for non-compliance.

a. Performance Improvement Plan (PIP):

If at any time the Provider is notified by the Council that it has failed to meet the minimum performance standards identified in this Agreement, the Provider will have 10 business days to submit a PIP to the Council that addresses the deficiencies and states how the

deficiencies will be remedied within a time period approved by the Council. The Council will assess a financial consequence for non-compliance for each deficiency identified in the PIP which is not corrected pursuant to the PIP. The Council will also assess a financial consequence for failure to timely submit a PIP.

b. Financial Consequences

- i. The Council will withhold payment or impose a 2% reduction of payment per business day if the Provider fails to meet the minimum performance standards identified in this Agreement to the satisfaction of the Council. The reduction of payment will begin on the first business day following the Council's notification to the Provider that it has failed to meet the minimum performance standards identified in this Agreement.
- ii. The Council will withhold payment or impose a 2% reduction of payment per business day if the Provider fails to remedy or satisfactorily address the identified deficiencies in accordance with the Council approved PIP, referenced in Section 8.a. The reduction of payment will begin on the first business day following the Council's notification to the Provider that it has failed to meet the minimum performance standards identified in this Agreement.
- iii. Failure to timely submit a PIP within 10 business days after notification of a deficiency by the Council will result in a 2% reduction of payment per business day the PIP is not received. The reduction of payment will begin on the 11th business day following the Council's notification to the Provider that it has failed to meet the minimum performance standards identified in this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the Parties hereto have caused this 9-page Agreement to be executed by their undersigned officials as duly authorized.

**PROVIDER: City of Deerfield Beach, Florida
/ Northeast Focal Point Senior Center dba
Department of Active Aging**

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY:

SIGNED BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

PERFORMANCE STANDARDS

Indicator / Outcomes	Standard	Acceptable Quality Level	Oversight Method
Provide list of Clients and technology devices	November 2020	100%	Direct observation of client & device list
Provide Coaching/Technology Support	January 2021 – October 2021	100%	Report to Council

ATTACHMENT II

BUDGET SUMMARY

DELIVERABLE	UNITS	UNIT RATE	MAXIMUM REIMBURSEMENT
Conference Call		23.56	
Client Direct Contact		23.56	
	Total		\$7,115.12

INVOICE FORM

OCTOBER 2020 - OCTOBER 2021

JB8311E-XX-2021

REQUEST FOR FIXED - PRICE / DELIVERABLE REIMBURSEMENT

RECIPIENT NAME, ADDRESS, PHONE# and FEID# PROVIDER NAME PROVIDER ADDRESS CITY, STATE, ZIP		JB8311E-XX-2021 TOTAL AMOUNT \$ _____ CONTRACT PERIOD: FROM 10-30-2020 TO 10-31-2021		COVERED PERIOD: REPORT # INVOICE # PSA # 10
DELIVERABLE/ REPORT #	DELIVERABLE/ FIXED PRICE AMOUNT	AMOUNT REQUESTED	AMOUNT PAID YEAR TO DATE	CONTRACT BALANCE
Conference Call	0 \$0.00	\$0.00	\$0.00	
Client Direct Contact (ie; Coaching, Training Clients) (Must be entered into CIRTIS)	0 \$0.00	\$0.00	\$0.00	
TOTAL		\$0.00	\$0.00	\$0.00
TOTAL FUNDS REQUESTED THIS PERIOD: \$0.00				
NUMBER OF UNITS / CLIENTS SERVED: See reports attached. LIST ACTIVITIES / SERVICES PROVIDED (attach additional sheet if necessary): See activities report attached.				
MATCH: (If Applicable) Local Match: _____ In-Kind: _____ I certify that this report is a true and correct reflection of this period's activities, as stipulated by this agreement.				
PREPARED BY	TITLE		DATE	
APPROVED BY	TITLE		DATE	

 DORA FORM 108FPD
 revised 7/2018

20.20.10.JB8311E.XXXX.300.7300

\$0.00



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-655

Agenda Date: 6/1/2021

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 Electrical Vehicle Charging Equipment Agreements with Florida Power and Light ("FPL") for the FPL EVolution Pilot Program to install electric vehicle charging and related equipment at the Cove parking lot and the main beach parking lot; authorizing the City Manager to execute the Agreements; providing for implementation and an effective date. (Funds from Account #001-4553-539-33-01 - Electricity)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Electricity cost of approximately \$7,200 per year

Account Name: Electricity

Account Number: 001-4553-539-33-01

Background/History

As the use of electric vehicles grows, so does the demand for charging stations throughout local communities. FPL is looking to bring electric vehicle charging to more of its customers by partnering with municipalities and large businesses through the FPL EVolution pilot program.

Currently, there are only three public sites in Deerfield Beach that host electric vehicle charging, two of which are Tesla-only chargers.

Current Activity

Through the FPL EVolution program, FPL would install and maintain a minimum of 2 stations (4 parking spots) on City property for workplace or destination charging. FPL would cover the full cost of installation and maintenance for 7 years. The City would be responsible for electricity cost. FPL estimates the electricity cost at maximum usage for 1 parking spot would be approximately \$60 per month, or just under \$720 per year. FPL requires that the stations are free to users.

These agreements are for charging stations to be installed at each of the following locations:

- Cove Parking Lot, 2 charging stations (4 parking spots)

- Main Beach Parking Lot, 3 charging stations (6 parking spots)

If the agreements are approved, the project would take between 4 and 6 months to complete. FPL is looking to be done by the end of the calendar year.

Cities already in the program include Boca Raton, Boynton Beach, Coconut Creek, Miramar, and Hallandale.

Recommendation

Staff recommends approving the FPL EVolution agreements.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING ELECTRICAL VEHICLE CHARGING EQUIPMENT AGREEMENTS WITH FLORIDA POWER AND LIGHT (“FPL”) FOR THE FPL EVOLUTION PILOT PROGRAM TO INSTALL ELECTRIC VEHICLE CHARGING AND RELATED EQUIPMENT AT THE COVE PARKING LOT AND THE MAIN BEACH PARKING LOT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Florida Power and Light (“FPL”) is looking to bring electric vehicle charging stations to more of its customers by partnering with municipalities and large businesses through the FPL EVolution pilot program (the “Program”); and

WHEREAS, through the Program, FPL would install and maintain a minimum of two charging stations (four parking spots) on City property for workplace or destination charging; and

WHEREAS, FPL would cover the full cost of installation and maintenance for seven years and the City would be responsible for electricity costs; and

WHEREAS, FPL estimates the electricity cost at maximum usage for one parking spot would be approximately \$60 per month, or just under \$720 per year; and

WHEREAS, staff is proposing installation of two charging stations at the Cove Parking Lot and three charging stations at the Main Beach Parking Lot (collectively, the “Parking Lots”); and

WHEREAS, use of the charging stations would be free to users; and

WHEREAS, City staff recommends approving and authorizing execution of electric vehicle charging equipment agreements with FPL, attached as Exhibits “A” and “B,” for the Program at the Parking Lots (collectively, the “Agreements”).

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 Agreements with FPL, attached as Exhibits “A” and “B,” for the electric vehicle charging stations at the Cove Parking Lot and Main Beach Parking Lot.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreements, attached as Exhibits “A” and “B,” 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 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, CITY CLERK

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2021, by and between _____ City of Deerfield Beach ("Host"), with a location at 1582 SE 3rd Ct, Deerfield Beach, FL 33441(Cove Parking Lot) (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. The right to access and use of Host's electrical system(s) includes for purposes

of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. To the extent Host has access to the applicable information, the Host will share information reasonably requested by the Company (including, but not limited to, baseline data requests, electric vehicle information, visitor and employee counts, and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host based on the Host's then-current Company-tariffed rate.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the insurance designated in this section through any combination of self-

insurance, primary or excess coverage. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default

hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties. In the event of removal, Company shall, at Company's expense, return the area where the Equipment was located to a condition substantially similar to prior to the installation of the Equipment, except for any underground infrastructure and concrete equipment pad(s) installed pursuant to this Agreement (which may be left in place) and ordinary wear and tear. Company shall not be obligated to replant trees or shrubs in connection with the foregoing obligations.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and un-appealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

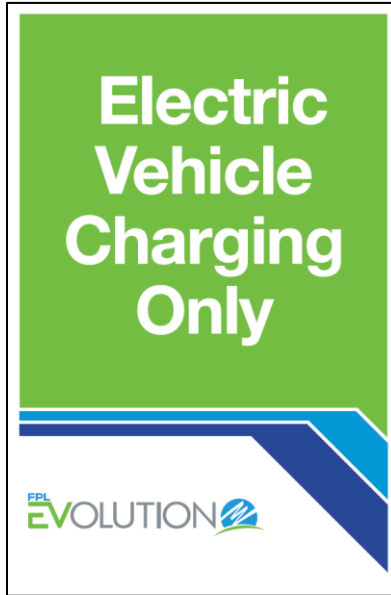
Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name:	Name: Pam Rauch
Title:	Title: VP of External Affairs & Economic Development

Exhibit A-- Location of Equipment

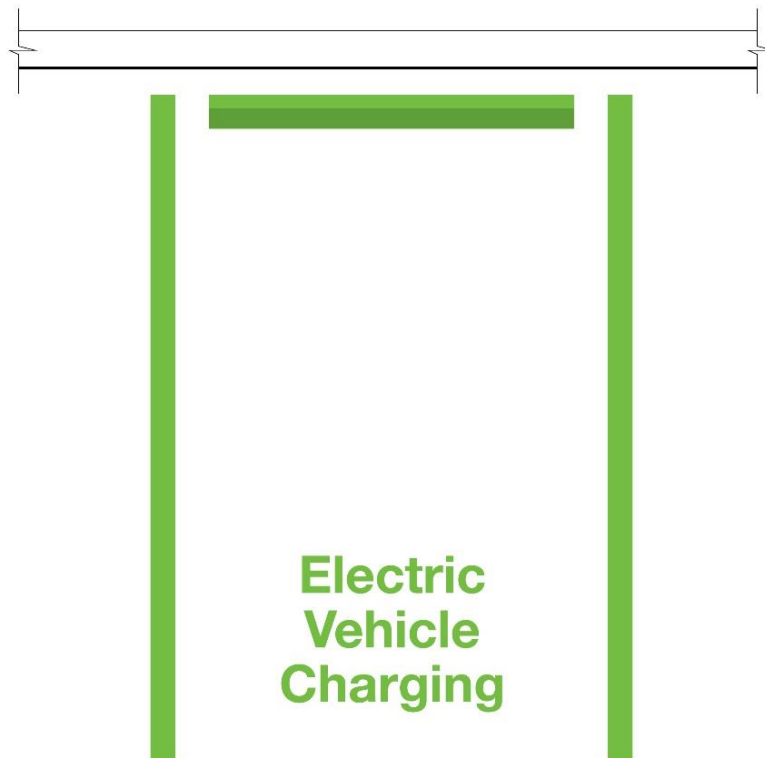
Execution Version

Property Address: [1582 SE 3rd Ct, Deerfield Beach, FL 33441].

Number of Spaces: Up to [4] spaces.



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT

This ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2021, by and between City of Deerfield Beach ("Host"), with a location at 2000-2098 SE 1st St, Deerfield Beach, FL 33441(Main Beach Parking Lot) (the "Property") and Florida Power & Light Company, a Florida corporation ("Company"), with an address at 700 Universe Blvd CEA/JB, Juno Beach, FL, 33408. Host and Company are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Company desires to install and own electric vehicle charging and related equipment, including electrical power inverters, interconnection equipment, electrical wiring, underground conduit, wire and cable management systems, charging stations, electric meters, metering and switch cabinets, and power distribution boxes (the "Equipment") on the Property and Host desires to have the Equipment installed and agrees to permit Company to utilize the Property upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Use. During the Term, Host agrees that Company may use the Property for the purposes of, and has the sole right (at Company's cost and in Company's sole discretion) of, constructing, installing, operating, inspecting, maintaining, repairing, enlarging, modifying, removing (at any time), testing and replacing the Equipment and any additional equipment required to dispense electricity to charge electric vehicles, together with the following rights: (a) the right of ingress and egress 24 hours-a-day, 7 days a week; (b) the right, at Company's sole cost and expense, to paint/stripe and to install signage (in either case, in a manner substantially similar to the form attached hereto as Exhibit B) on and around the Equipment; and (c) Company's quiet enjoyment of the Property needed for purposes of this Agreement shall not be disturbed. The location of the Equipment is as described in Exhibit A.

2. Term. Subject to this Section 2, the initial term of this Agreement shall terminate on the seventh (7th) anniversary of the date on which commissioning for the Equipment was completed (the "Initial Term"), and unless terminated earlier as herein provided, shall automatically renew on a year-to-year basis after the Initial Term until the tenth (10th) anniversary of the date on which commissioning for the Equipment was completed (each year, a "Renewal Term," and each Renewal Term together with the Initial Term, the "Term"). If either Party elects not to renew this Agreement for a Renewal Term, then such Party must give a written notice of termination to the other Party at least 90 days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. In the event such notice is delivered, no further automatic extensions shall occur and this Agreement shall terminate at the end of the then-existing Initial Term or Renewal Term, as applicable. The Company may terminate this Agreement at any time and for any reason by giving 30 days' prior written notice to Host.

3. Cooperation. In general, the Parties agree to cooperate to achieve the purposes and intent of this Agreement. Host shall cooperate as necessary with Company (at no cost to Host) in Company's efforts to obtain all permits, licenses and approvals necessary for the installation and operation of the Equipment. Company will not permit any lien against the Property arising from the installation or operation of the Equipment. Company shall (i) pay any personal property tax which is attributable to the Equipment, and (ii) be the sole recipient and beneficiary of any and all such federal and/or state tax credits, and other financial incentives arising from the installation and/or operation of the Equipment. The right to access and use of Host's electrical system(s) includes for purposes

of powering Company's computer equipment used in monitoring the electricity dispensed from the Equipment and record system data to evaluate charging behavior. Host understands and acknowledges that Company and/or its contractors will gather data and information from the Equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and Equipment. Company shall own all rights to such data and information. Host acknowledges that such data and information will be used and disclosed by Company and third parties for the purpose of understanding and evaluating the impact of electric vehicles on transit systems and the electric power grid, for use in regulatory reporting, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations. To the extent Host has access to the applicable information, the Host will share information reasonably requested by the Company (including, but not limited to, baseline data requests, electric vehicle information, visitor and employee counts, and user surveys).

4. Payment of Electricity. Host is responsible for paying all consumption costs for electricity dispensed from the Equipment at the rate paid by Host based on the Host's then-current Company-tariffed rate.

5. Charge for Use of Equipment. Host agrees that users of the Equipment will not be charged for using the Equipment.

6. Interference. During the Term, Host shall not Interfere, or cause or permit to be caused any Interference, with the Equipment. For purposes of this Agreement, "Interfere" and "Interference" shall mean interference with Company's use, operation, access, maintenance or repair of the Equipment including: (a) subject any portion of the Equipment to any lien or encumbrance unless the holder thereof delivers a non-disturbance agreement; and (b) sale, transfer, assignment, lease or sublease any portion of the Property other than subject to Host's rights hereunder.

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of "A- VII". Company has the right to meet the insurance designated in this section through any combination of self-

insurance, primary or excess coverage. Each Party, for itself and its respective insurers, waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

8. Indemnification. Each Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party") from and against all losses, claims, damages or expenses, including attorneys' fees, incurred by the Indemnified Party in connection with any claims for personal injury or death to persons and damage to property (including environmental damage) arising under this Agreement during the Term, to the extent arising from the negligence or willful misconduct of the Indemnifying Party, its agents, employees, representatives, contractors, affiliates or sub-contractors. Subject to the next sentence, neither Company nor Host shall be liable to the other for consequential, special, exemplary, punitive, indirect or incidental losses or damages or for any loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, nor shall any parent, subsidiary, affiliate or employee of either Party have any liability under this Agreement, and Company and Host each hereby releases the other and each of such persons and entities from any such liability. The foregoing exclusion shall not be construed to limit recovery under any indemnity or defense obligation of Host under this Agreement related to third party claims. In no event shall the aggregate damages payable by a Party hereunder for any reason whatsoever exceed Three Hundred Thousand U.S. Dollars (\$300,000.00). This section shall survive the expiration or earlier termination of this Agreement.

9. Equipment to Remain Personal Property of Company and Relocation of Equipment. The Equipment is and will remain the property of Company, its successors or assigns, regardless of its use or manner of attachment to the Property. Host agrees to execute such further documentation as is reasonably necessary to ensure that the Equipment does not constitute, and is not deemed to be, a fixture attached to the Property. During the Term, Host may request, in writing, that Company move the Equipment to another location on the Property. If Company approves such relocation, in its commercially reasonable discretion, Company shall, at the Host's cost and expense, relocate such Equipment on terms mutually agreed upon by the Parties.

10. Representations. Each Party represents and warrants to and covenants with the other Party that: (a) such Party has full right, power and authority to execute this Agreement and that this Agreement shall bind and benefit the Parties and their respective successors and assigns; and (b) such Party's execution and performance of this Agreement will not violate any laws, ordinances, covenants or other agreement binding on such Party. Additionally, Host represents and warrants to Company that it has good and unencumbered title to the Property either free and clear of any liens, mortgages or other encumbrances, or if any lien, mortgage or other encumbrance exists, then such lien, mortgage or other encumbrance (or any environmental restriction) will not prevent the performance of this Agreement or burden or encumber the Equipment.

11. Default. An "Event of Default" means that a Party fails to fully perform any of its covenants under this Agreement within sixty (60) calendar days after such defaulting Party receives written notice of such default from the non-defaulting Party; provided, however, if such default cannot reasonably be cured within such sixty (60) day time period, defaulting Party shall not be deemed in default

hereunder if defaulting Party has commenced to cure such default within said sixty (60) day time period and thereafter continues with diligence to complete the cure of such default.

12. Remedies. Upon an Event of Default as set forth in Section 11, non-defaulting Party may (i) perform, or cause to be performed, on behalf and at the expense of defaulting Party, any or all of the undertakings or obligations as to which defaulting Party remains in default, in which event defaulting Party will reimburse non-defaulting Party for such actual reasonable costs and expenses, within forty-five (45) days following receipt of invoice and supporting documentation; (ii) exercise any remedy that such non-defaulting Party may have at law or in equity and (iii) terminate this Agreement upon 30 days' prior written notice if the defaulting Party has not cured such default by the expiration of such 30-day period. Notwithstanding the preceding sentence, Host may not perform any right or obligation of Company under Section 1 or take any other action that relocates or physically alters any of the Equipment.

13. Assignment. Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party; provided, that the Parties acknowledge that the Equipment may be covered by Company's utility financing structure.

14. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying Party, or officer, agent or attorney of the notifying Party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or on the third (3rd) business day after posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Host: To the address set forth in the Preamble above.

To Company: To the VP of Development at the address set forth in the Preamble above with an e-mail copy to FPLEvolution@fpl.com.

15. No Guarantees or Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE PARTIES ACKNOWLEDGE THAT COMPANY IS NOT PROVIDING ANY GUARANTEES (INCLUDING GUARANTEES OF PERFORMANCE) OR WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), UNDER THIS AGREEMENT.

16. Additional Equipment. In the event Host desires to have installed on the Property any additional electric vehicle charging and related equipment, the Host shall notify Company, in writing, of such desire and Company shall, within 30 days after the receipt of such notice, notify the Host in writing of the terms and conditions pursuant to which Company is willing to so install such additional equipment. If the Parties cannot agree on the terms and conditions for installing such additional equipment within 60 days after the Host's receipt of Company's terms and conditions, then the Host may engage a third-party to so install such additional equipment; provided, however, the Host shall use commercially reasonable efforts to share (or cause such third party to share) data and information from such additional equipment with respect to vehicle charging activity, vehicle usage and technical performance of the vehicle and such additional equipment.

17. Removal or Sale at End of Term. Within ninety (90) days after the expiration of the Term, Company shall, in its sole discretion, either (a) remove all charging stations installed by Company at the Property under this Agreement or (b) agree to sell such charging stations to Host on terms and conditions mutually agreed upon by the Parties. In the event of removal, Company shall, at Company's expense, return the area where the Equipment was located to a condition substantially similar to prior to the installation of the Equipment, except for any underground infrastructure and concrete equipment pad(s) installed pursuant to this Agreement (which may be left in place) and ordinary wear and tear. Company shall not be obligated to replant trees or shrubs in connection with the foregoing obligations.

18. Miscellaneous.

(a) **Compliance with Laws.** Each Party shall perform its obligations under this Agreement in accordance with all applicable codes, laws, rules, regulations, orders and ordinances of federal, state, regional, local and municipal governmental agencies.

(b) **Amendment.** No modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

(c) **Governing Law; Waiver of Jury Trial.** This Agreement shall be subject to and governed by the laws of the State of Florida, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction in the State of Florida. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

(d) **Severability; Counterparts, Publicity.** Should any provision of this Agreement be held, in a final and un-appealable decision, to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. This Agreement may be executed in counterparts, which together shall constitute a single instrument. Neither Party shall issue any press release or otherwise publicize the existence or the terms of this Agreement without the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed; provided that general advertising that refers to a "partnering" (or other terminology of similar import) of either Party with the other Party for the purposes of any of the transactions contemplated hereby, but does not expressly reference this Agreement or disclose any of the terms hereof, shall not be subject to the provisions of this subsection. Filings required by applicable law for any regulatory authority shall, by itself, not be deemed to violate the preceding sentence.

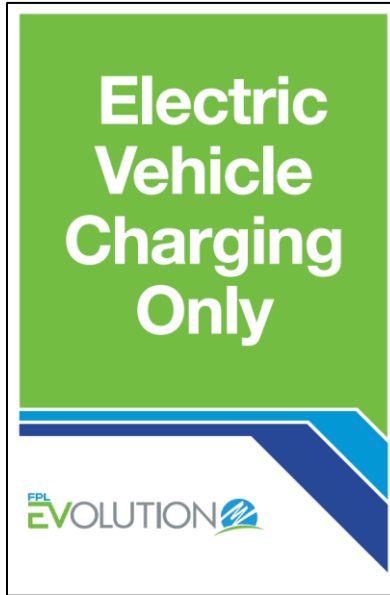
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Host:	Company (Florida Power & Light Company):
By: _____	By: _____
Name:	Name: Pam Rauch
Title:	Title: VP of External Affairs & Economic Development

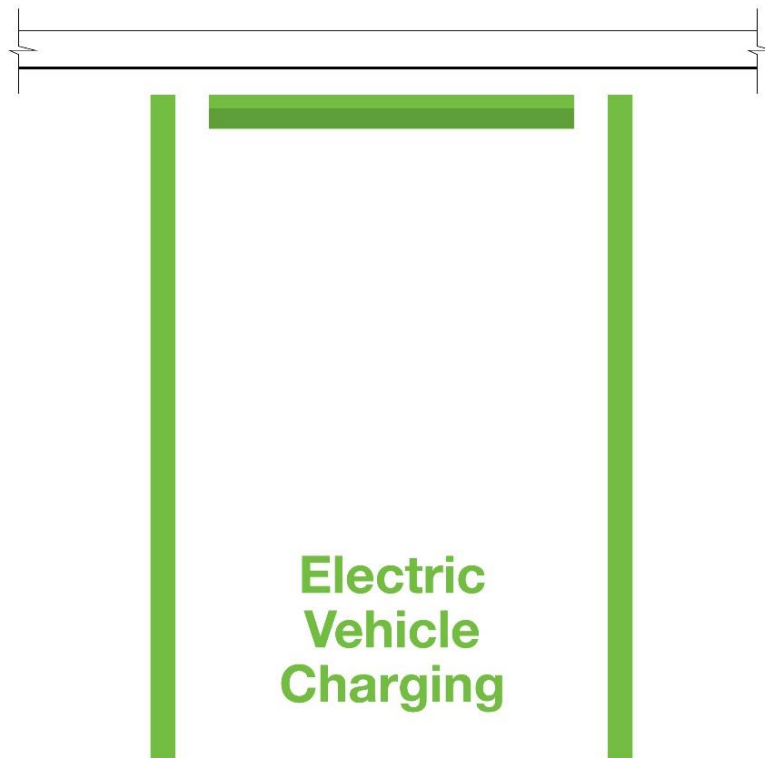
Exhibit A-- Location of Equipment

2000-2098 SE 1st St, Deerfield Beach, FL 33441
Property Address: [(Main Beach Parking Lot)].

Number of Spaces: Up to [6] spaces.



Parking Stall Signage (~12" x ~18")



Parking Stall Striping

Advancements in battery technology and other improvements have triggered a rapid increase in electric vehicle (EV) use here and across the nation. In Florida alone, EV ownership has increased 300% since 2013, making it the fourth largest EV state in the country.¹ And, the adoption of EVs shows no sign of slowing down. Automotive manufacturers continue to produce more and better vehicles than ever before – currently more than 20 battery-electric models in all. For the first time, the average battery-range for all new 2019 EV models is expected to exceed 200 miles.



SHIFTING GEARS
ONE OF EVERY FIVE VEHICLES SOLD IN THE U.S. WILL BE BATTERY POWERED BY 2030.²

FPL EVolution: Charges ahead

The efficient growth of EVs relies on the availability and access to more charging infrastructure. Workplace charging is one of the most effective ways to promote the adoption of electric vehicles.

FPL EVolution – an innovative plan to install an estimated 600 new EV-charging stations at approximately 100 locations throughout our service area

By partnering with leading organizations like yours, FPL EVolution will create more than a thousand “charging points” for current and future EV drivers. This high-tech initiative will accelerate the adoption of EVs and generate valuable data to help us ensure the continued reliability of the energy grid for all FPL customers.



FPL EVOLUTION CHARGING LOCATIONS WILL INCLUDE:

- » MAJOR HIGHWAYS
- » LARGE EMPLOYERS
- » POPULAR DESTINATIONS

FPL EVolution provides partners at no cost:

- » EV-charging equipment
- » Installation and maintenance
- » Dedicated EV-parking signage

Our partners agree to:

- » Seven-year commitment with the option to renew
- » Offer charging as a free amenity for their employees
- » Cover the cost of EV charging at host site's current electric rate

FPL EVolution charging: a state-of-the-art amenity with numerous benefits

- » Enhances brand image
- » Reinforces commitment to sustainability
- » Contributes to LEED certification
- » Increases employee engagement
- » Attracts and retains top-talent



PROGRAM HIGHLIGHTS

- » NEW EV-CHARGING INFRASTRUCTURE AT 100+ LOCATIONS
- » MORE THAN 1,000 “CHARGING POINTS” AT 600 NEW EV-CHARGING STATIONS
- » DEDICATED PARKING SPACES FOR EV CHARGING
- » START OF EQUIPMENT INSTALLATIONS: SUMMER 2019

EVs GET A JOLT
FPL EVOLUTION
COULD INCREASE THE
AVAILABILITY OF
CHARGING STATIONS
BY MORE THAN

50%

WHEN WORKPLACE
CHARGING IS
AVAILABLE,
EMPLOYEES ARE

6x

MORE LIKELY TO
PURCHASE AN EV³

¹ Alliance of Automobile Manufacturers
² The Edison Foundation (EEF)
³ U.S. Department of Energy (April 2019)





City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-664

Agenda Date: 6/1/2021

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 purchase of a compressed natural gas automated side load collection truck from Scranton Manufacturing Company, Inc. d/b/a New Way Trucks in the amount of \$299,997.00, utilizing Sourcewell Cooperative Contract #091219-NWY; providing for execution and an effective date. (Funds from Account #450-4551-534-60-41 - Automotive Equipment)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$299,997

Account Name: Automotive Equipment

Account Number: 450-4551-534-60-41

Background/History

Due to ongoing fleet maintenance challenges resulting in equipment breakdowns and shortages, and the inability to replace equipment in the FY 21 budget, there has been an impact in service resulting in delays. These issues are compounded with our mechanic shortages and heavier residential volumes that we are seeing program wide since the start of the pandemic. The delays result in additional wear and tear on the equipment that is operational as well as overtime expenses and other costs.

Current Activity

Through the City staff's existing relationships with various truck vendors, staff was made aware of a compressed natural gas ("CNG") automated side load unit that is currently available and would help to alleviate some of our current challenges. This unit from Scranton Manufacturing Company, Inc. d/b/a New Way Trucks ("New Way") was part of a cancelled order from another customer. The unit costs \$299,997, which is approximately 17% or \$59,000 less than what a new comparable unit would cost (\$359,652). This unit could be delivered to us within 2 weeks as opposed to the 9-12 month delivery timeframe a new order would typically take to arrive. Furthermore, it is anticipated that trucks will cost significantly more next fiscal year due to steel surcharges and related supply and demand challenges associated with the parts to make next collection equipment.

Pursuant to Section 38-116(3)(b)(xi) of the City's Procurement Code, the City is authorized to acquire or contract for non-real property, goods, or services where the City participates in cooperative joint procurement acquisitions. Staff has determined that the most cost effective and operationally efficient method of procurement for a new automated side load collection truck is to purchase one utilizing the Sourcewell Contract #091219-NWY (the "Sourcewell Contract"). The quote from Sourcewell for the truck provided by New Way, is attached.

The unit is a CNG fueled truck and is configured as our standard equipment except for the chassis, which is a Peterbilt vs Autocar chassis. Additionally, the cost savings and reduced delivery times coupled with our ongoing challenges referenced above makes this an opportunity staff is recommending the City move forward with.

This purchase is unbudgeted in the FY 21 budget; however, the Department has adequate funds available in other line items to cover the cost of this purchase.

Recommendation

Staff is recommending approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PURCHASE OF A COMPRESSED NATURAL GAS AUTOMATED SIDE LOAD COLLECTION TRUCK FROM SCRANTON MANUFACTURING COMPANY, INC. D/B/A NEW WAY TRUCKS IN THE AMOUNT OF \$299,997.00, UTILIZING SOURCEWELL COOPERATIVE CONTRACT #091219-NWY; PROVIDING FOR EXECUTION AND AN EFFECTIVE DATE

WHEREAS, due to ongoing fleet maintenance challenges resulting in equipment breakdowns and shortages, and the inability to replace equipment in the FY 21 budget, there has been an impact in service resulting in delays; and

WHEREAS, pursuant to Section 38-116(3)(b)(xi) of the City's Procurement Code, the City is authorized to acquire or contract for non-real property, goods, or services where the City participates in cooperative joint procurement acquisitions; and

WHEREAS, staff has determined that the most cost effective and operationally efficient method of procurement for a new compressed natural gas automated side load collection truck is to purchase one utilizing Sourcewell Contract #091219-NWY (the "Sourcewell Contract"); and

WHEREAS, staff has confirmed that the Sourcewell Contract is effective; and

WHEREAS, staff recommends that the City Commission approve the purchase of a compressed natural gas automated side load collection truck from Scranton Manufacturing Company, Inc., d/b/a New Way Trucks ("New Way") utilizing the Sourcewell Contract in the amount of \$299,997.00 (the "Truck Purchase").

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 Truck Purchase from New Way in the amount of \$299,997.00.

Section 3. The City Manager is authorized to execute a contract with New Way for the Truck Purchase, consistent with the terms of the Sourcewell 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. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Driving The Difference.

5/18/2021

Chad Grecsek
City of Deerfield Beach
401 SW 4th Street
Deerfield Beach, FL 33441
cgrecsek@deerfield-beach.com

EQUIPMENT LIST & SOURCEWELL PRICING
Sourcewell Contract #091219-NWY

Body Serial #18487A
Vin # 3BPDL20X4LF017267

New Way Sidewinder unit includes the following options:

33 Cubic Yard Body Capacity
Front mount PTO, Tandem Vane Pump
Pack On The Go
Twin 14.5" x 7" Clean Out Doors
Chrome Cylinder Rods
Side-Access Door to Hopper
Nitro Carbonite Single Hoist Cylinder
Sight Gauge on Reservoir Tank
Extreme Hydraulic Fluid
Hydraulic filter bypass/ high temp shutdown
Reinforced, Frame Mounted Arm – WITH HEAVY DUTY 6"X6" CHAINS
In-Line Heavy Duty Grippers
Sealed Roller Bearings on Packer Panel
Ergonomic In-Cab Control Panel and Joystick
Positive Automatic Tailgate Lock
Smooth Body Sidewall Design
Paint White to match Peterbilt 520 cab
Arm Painted Safety Yellow
Camera System, two Cameras with 7" Monitor (hopper, backup)
Back Up Alarm Auto Volume Adjustable (87-112 db)
Body Ajar Alarm
Tailgate Ajar Alarm
"Arm Stowed" Indicator
Joysticks on right- drive position/ additional door controls
Arm Controls Rocker Switches Under Seat
Arm Cycle Counter
LED Body Lights
LED Mid Body Back Up Lights
LED Back Up Lights on Tailgate



Driving The Difference.

LED Work Lights: 1 in Hopper, 1 Curbside Toward Arm
Strobe Light Package (Mounted Center Tailgate)
LED Strobe Light Package, Integrated Strobe System Mounted Upper Tailgate
LED Strobe Light Package, Integrated Strobe System Mounted Lower Tailgate
LED Red Signal Traffic advisory tailgate
Light on Center Cab Console to indicate PTO is On/Off
Brush Guards for Upper Light Bar
Brush guard to protect rear camera wires and tailgate area.
Quick Disconnect Ports for Pressure Gauge
Quick Disconnect Pressure Gauge
Shovel/Broom Rack
Pre-Crusher Panel – (also, covers hopper to eliminate material blowing out)
Hopper Access Ladder
Remote Grease Block Tailgate Cylinders
Rack teeth on breaker bar to prevent spring back of material into hopper
20 lb. Fire Extinguisher
Triangle Kit
Severe Refuse Package: AR450 Hopper Floor liner
75 gallon DGE tailgate mounted CNG tank system with front bumper fill port.

Standard 1-year warranty on Body, Arm & Hydraulics, 2-year cylinder

2020 New Way 33 cubic yard ASL Body on a 2020 Peterbilt 520 chassis:

\$141,117.00 New Way Body Price includes 4% Sourcewell Contract discount

\$155,380.00 Peterbilt 520 CNG chassis price – Sourced Good

\$3500.00 Freight

\$299,997.00 Total delivered Cost to City of Deerfield Beach

Delivery: In Stock

Sincerely,

K. Beugger

Ken Beugger

New Way Trucks

Regional Sales Manager

336-209-4995

kbeugger@newwaytrucks.com



Driving The Difference.



Driving The Difference.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-667

Agenda Date: 6/1/2021

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 award of Invitation to Bid #21-30-JW for compressed natural gas; authorizing execution of an Agreement with Interconn Resources, LLC, the lowest priced responsive and responsible bidder, for a one year term; providing for severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Approximately \$92,000 Per Year

Account Name: Compressed Natural Gas

Account Number: 450-4551-534-38-12

Background/History

Over the last 19 months, City staff has been working with Siemens Industry, Inc. ("Siemens") to implement the Guaranteed Energy, Water and Wastewater Performance Savings Agreement, for performance contracting services.

Part of this contract includes the construction of a compressed natural gas ("CNG") filling station (the "Station") at Central City Campus ("CCC"). This Station is intended to serve the current and future CNG waste collection fleet. This Station will allow the City to purchase its own CNG, therefore reducing the cost of gas and eliminating dependency on the Waste Management filling station.

The CNG station has been constructed at CCC and City trucks are now filling at the Station.

The installation of the CNG Station requires that the local gas utility, Peoples Gas System ("PGS"), provide distribution of CNG for the Station. CNG is a de-regulated commodity and is charged in multiple pieces, as follows:

- Base cost for the gas to the City's selected CNG supplier
- Transportation cost to CNG supplier for gas delivery
- Volume tariff to PGS for gas distribution

- Customer charge to PGS for connection

Currently, the City is paying all four components to PGS. Because the City already uses CNG trucks and has a high-volume demand, the City can purchase its natural gas direct from a supplier (wholesale), rather than PGS, and reduce the overall cost of the gas.

In February 2021, the City hired TECO Partners, Inc. ("TECO"), an energy consultant, to provide technical assistance in the procurement of wholesale CNG. TECO Partners evaluated the City's current usage and developed a scope for wholesale CNG purchase and transportation.

Current Activity

On May 11, 2021, City staff of the Purchasing and Contract Administration Division publicly solicited Invitations to Bid (ITB) for Wholesale Compressed Natural Gas provision.

The City required submitting firms to be on TECO's pre-qualified vendor list. The following firms submitted proposals: Interconn Resources and Tiger Natural Gas. TECO Partners evaluated submissions and recommends awarding the contract to Interconn Resources at a unit price of the NYMEX + .093 cents per therm.

The City has been spending approximately \$24,000 per month on CNG at Waste Management's Clean N Green station. By purchasing direct from PGS, this would reduce to approximately \$16,000 per month. By purchasing wholesale through Interconn, the cost will be approximately \$7,600 per month. More information on this can be found in the agenda back-up.

Recommendation

Staff recommends following the recommendation of TECO Partners and executing an agreement with Interconn Resources for wholesale compressed natural gas provision.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF
INVITATION TO BID #21-30-JW FOR COMPRESSED NATURAL GAS;
AUTHORIZING EXECUTION OF AN AGREEMENT WITH
INTERCONN RESOURCES, LLC, THE LOWEST PRICED RESPONSIVE
AND RESPONSIBLE BIDDER, FOR A ONE YEAR TERM; PROVIDING
FOR SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) has been working with Siemens Industry, Inc. to implement the Guaranteed Energy, Water and Wastewater Performance Savings Agreement for performance contracting services; and

WHEREAS, part of the energy performance agreement includes the construction of a compressed natural gas (“CNG”) filling station (the “Station”) at Central City Campus (“CCC”), which is intended to serve the current and future CNG waste collection fleet; and

WHEREAS, in February 2021, the City contracted with TECO Partners, Inc. (“TECO”), an energy consultant, to provide technical assistance in the procurement of wholesale CNG; and

WHEREAS, TECO evaluated the City’s current usage and developed a scope for wholesale CNG purchase and transportation; and

WHEREAS, the City issued Invitation to Bid No. 21-30-JW for Compressed Natural Gas (the “ITB”); and

WHEREAS, the ITB was advertised in the legal notices section of the Sun Sentinel on May 11, 2021, and the notice was also sent to 29 prospective bidders via the e-Procurement Marketplace; and

WHEREAS, 11 of the prospective bidders consisted of bidders from TECO’s pool of pre-qualified bidders; and

WHEREAS, on May 18, 2021 at 4:00 p.m., the ITB due date and time, the Purchasing and Contract Division (the “Division”) closed and unsealed two bids that were timely received, and reviewed the bids to ensure they met the ITB requirements; and

WHEREAS, Interconn Resources, LLC (“Interconn”) was the lowest priced bidder and met all the requirements of the ITB; and

WHEREAS, the Division and TECO recommend that the City Commission approve the award of the ITB to Interconn, the lowest priced, responsive and responsible bidder to the ITB, and authorize execution of an agreement with Interconn for the CNG based on the NYMEX + .093 per therm unit pricing provided in the bid submitted by Interconn (the “Agreement”).

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

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

Section 2. The City Commission hereby approves the award of the ITB to Interconn for the CNG.

Section 3. The City Manager is hereby authorized to execute the Agreement with Interconn for the CNG for a one year term, consistent with the terms of the ITB, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary 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



Memorandum

TO: Chad Grecsek, Director of Sustainable Management

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: May 19, 2021

SUBJECT: Compressed Natural Gas (CNG), ITB 21-30-JW

The Purchasing and Contract Administration Division issued an Invitation to Bid (ITB) for Compressed Natural Gas, (CNG), ITB 21-30-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The ITB was advertised in the legal notices section of the Sun-Sentinel on May 11, 2021.
- The notice was sent to twenty-nine (29) prospective Offerors via the e-Procurement Marketplace.
- Eleven (11) of the prospective Offerors consisted of a pre-qualified pool from the City's Consultant for natural gas TECO Partners.
- On May 18, 2021 at 4:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed two (2) hardcopy responses.
- One (1) Offeror, Mansfield Energy was deemed Non-Responsive for not submitting a hardcopy of their bid as outline in the ITB letter.
- The responses were reviewed by the Purchasing and Contract Administration Division and TECO Partners to ensure the response met the ITB requirements.
- The apparent low Offeror, Interconn Resources, response met the ITB requirements.
- The Purchasing and Contract Administration Division reviewed the response and discussed it with the Kevin Norland, TECO Partners and concluded that Interconn Resources, meet all the requirements of the ITB.
- The TECO Partners recommends awarding the contract to Interconn Resources.
- 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.

Page 2

In summary, Interconn Resources, is the lowest, responsive and responsible Offeror able to meet the ITB requirements; therefore, the award recommendation of this contract is to Interconn Resources.

Please use this memorandum and all attachments as your backup documents to the City Manager for the next available City Commission meeting.

Att. ITB Letter, Bid Summary, Recommended Offerors Submittals

c: Hillary Silverstone

CITY OF DEERFIELD BEACH – CNG FACILITY
MAY 11, 2021
REQUEST FOR PROPOSAL (RFP)
NATURAL GAS SUPPLY – FL



ITB Close Date: May 18, 2021 at 4:00PM

Counterparty: City of Deerfield Beach – CNG Facility

Locations: Deerfield Beach, FL
LDC Account Number: 22100811902

Volumes: Estimated Annual Therms – 130,000

Commodity: Natural Gas

Delivery Point: PGS NCTS

Term of Request: July 2021 – June 2022

Type of Service Requested: Firm, Full Requirements

Pricing Formats:

- NYMEX + All customer charges per Therm (All in Pricing)

Other Conditions:

- a. Supplier will state ability for customer to trigger fixed prices during the term of Agreement.
- b. Contract will not contain an automatic renewal and may be terminated 30 days prior to end of confirmation period.
- c. Supplier will be responsible for nominations and balancing on all accounts; any balancing fees will be the responsibility of the supplier and will not be borne by the City of Deerfield Beach.
- d. The City of Deerfield Beach PO will be utilized as the contact. Please see Exhibit II for Terms and Conditions.
- e. Contract Extension - In the event services are scheduled to end because of the expiration of the contract, the Supplier shall continue the service upon the request of the City Manager or designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Proposer shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
- f. Although it is the intent of the City to enter into a contract for the products and services contemplated in this competitive solicitation, the City is under no obligation to make an award pursuant to this competitive solicitation.
- g. An award recommendation will be made by TECO with the concurrence of the Purchasing Division and Contract Administration Division to the lowest, responsive and responsible offeror able to meet the requirements of the bid specifications.

City's Exclusive Rights

The City reserves the exclusive rights to:

(a) Waive any deficiency or irregularity in the selection process; (b) Accept or reject any or all qualifications statements or bids in part or in whole; (c) Request additional information as appropriate; (d) Award all or a portion of the services set forth in this solicitation to one or more respondents as determined to be in the best interest of the City; and (e) Reject any or all submittals if found not to be in the best interest of the City; (f) In the event of a sole response, City reserves the right to reject the sole response.

All responses will be evaluated by TECO and will be kept confidential. The winning Bidder will be selected based upon a review of the above factors. TECO may seek further information and/or clarification from a particular Bidder or Bidders prior to making a final decision.

TECO intends to select the winning bidder on or before **Wednesday, May 19, 2021** and provide recommendations to the City of Deerfield Beach Purchasing and Contract Administration Division.

If Bidder elects to include an alternative pricing format, the proposal shall contain a full description of the price format.

ALL BIDS (INCLUDING BUT NOT LIMITED TO, PRICING TERMS) SUBMITTED TO TECO FOR CONSIDERATION SHALL BE CONSIDERED VALID OFFERS UNTIL SUCH TIME AS THE BID IS AWARDED UNLESS OTHERWISE NOTATED BY BIDDER

PLEASE SUBMIT RESPONSES TO: klordlund@tecoenergy.com

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Jeremin Worlds Senior Buyer
Email jworlds@deerfield-beach.com
Phone (954) 480-4415
Fax (954) 480-4388

Bid Number 21-30-JW
Title Compressed Natural Gas (CNG)
Bid Type ITB (Commodity)
Issue Date 5/11/2021 12:28 PM (ET)
Close Date 5/18/2021 04:00:00 PM (ET)

Contact Information

Address 401 SW 4th St.
Deerfield Beach, FL 33441
Contact Jeremin Worlds, Senior Buyer
Department Purchasing Division
Building A
Floor/Room 2nd
Telephone (954) 480-4415
Fax (954) 480-4388
Email jworlds@deerfield-beach.com

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
Interconn Resources LLC	Matt Crawford	Birmingham, AL	mattc@interconnresources.com	Manual
Tiger Natural Gas, Inc	Rick Tessmer	Tulsa, OK	RTessmer@tigernaturalgas.com	Manual
A.C. Schultes of Florida, Inc.	Gregory Schultes	GIBSONTOWN, FL	admin.acsfl@verizon.net	Auto
Amazon Hose & Rubber Company	Ashley Miranda	Miami, FL	govsales@amazonhose.com	Auto
Barney's Pumps, Inc.	Laura Davis	Lakeland, FL	kingj@barneypumps.com; davisl@barneypumps.com; hidalgoj@barneypumps.com	Auto
Cooling Power Corp	Raul Benitez	Miami Lakes, FL	raul.benitez@coolingpowercorp.com	Auto
DACO WORLDWIDE (DACO WORLDWIDE MARKETING CORP.)	DONY PONCE	DAVIE, FL	DONY@DACOWORLD.COM	Auto
Economic Electric Motors	BARBARA ALAVI	MIAMI, FL	BARBARA@EEMOTORS.COM	Auto
Empire Pipe Orlando LLC	Jon Kuehne	SANFORD, FL	jkuehne@empirepipe.com	Auto
Florida Design Drilling Corporation	Mike Black	West Palm Beach, FL	mike@fldrilling.com	Auto
GORDY'S EQUIPMENT OF BROWARD	MATT ALLEY	POMPANNO BCH, FL	MATT@GORDYSEQUIPMENT.COM	Auto
Grundfos Water Utility	Ashley Dirou	Deerfield Beach, FL	GrundfosFL@outlook.com	Auto
Holland Pump Company		West Palm Beach, FL	dougw@hollandpump.com	Auto
In Depth Inc	Zach Rogers	Palm Coast, FL	zach@indepthservicesinc.com	Auto
JCA Surety Group		Orlando, FL	jb@jcasurety.com	Auto
Layne Christensen Company	Craig Brugger	The Woodlands, TX		Auto
Mader Electric Motors (John Mader Enterprises, Inc.)	Jeremy Fisher	N. Ft. Myers, FL	jfisher@maderelectricmotors.com	Auto
Maestre Construction Inc	Angel Maestre	hialeah, FL	maestreconstruction@gmail.com	Auto
MRO Direct Solutions	Ernest Thomas	Hollywood, FL	ethomas@mrodirectsolutions.com	Auto
Odyssey Manufacturing Co.		Tampa, FL	pallman@odysseymanufacturing.com	Auto
Power &Pumps Inc.	Yoel Romero	Jacksonville, FL	yromero@powerandpumps.com	Auto
Rebuild-it Services Group (652211)	john lull	midvale, UT	jlull@rebuild-it.com	Auto
Reliable Pool Contractors Inc.	Bwon Coullien	Deerfield Beach, FL		Auto
reymech, LLC	Raul Reyes	Pembroke Pines, FL	reymech2017@gmail.com	Auto
RF Environmental Services, Inc	Thad Buckley	Oakland Park, FL	thad3939@gmail.com	Auto
Royal Media Network, Inc		Windsor Mill, MD	cristine@royalimagingolutions.com	Auto
Safety Matters (Marcela Roggenburg LLC)	Marcela Roggenburg	Deerfield Beach, FL	marcela.roggenburg@outlook.com	Auto
Tattersall (Tattersall Supply, LLC)		POMPANO BEACH, FL		Auto
WASTEWATER SOLUTIONS LLC	MEREDITH RAE	Boca Raton, FL	matiasrwws@gmail.com	Auto

External Invitations

Invite Date	Email	Status
5/11/2021 12:28 PM (ET)	michael@mirabitoogas.com	Invitation Sent
5/11/2021 12:28 PM (ET)	RTessmer@tigernaturalgas.com	Activated

5/11/2021 12:28 PM (ET)	CHallerman@mansfieldoil.com	Invitation Sent
5/11/2021 12:28 PM (ET)	tkrizmanich@mansfieldpowergas.com	Invitation Sent
5/11/2021 12:28 PM (ET)	mattc@interconnresources.com	Activated
5/11/2021 12:28 PM (ET)	Jacquelyn.Perrone@nexteraenergy.com	Invitation Sent
5/11/2021 12:28 PM (ET)	davalos@sparkenergy.com	Invitation Sent
5/11/2021 12:29 PM (ET)	Bill.Wagner@gassouth.com	Invitation Sent
5/11/2021 12:29 PM (ET)	Florida@Gas-South.com	Invitation Sent
5/11/2021 12:29 PM (ET)	LisaS@interconnresources.com	Invitation Sent
5/11/2021 12:29 PM (ET)	rachael@cimaenergysolutions.com	Invitation Sent
5/11/2021 12:29 PM (ET)	kevin.lievsay@southstarenergy.com	Invitation Sent

Bid Notes

The City of Deerfield Beach is soliciting sealed hardcopy responses from TECO People's Gas qualified Vendors to provide Compressed Natural Gas (CNG) in accordance with the terms, conditions and scope of work of the above-mentioned formal competitive solicitation. Electronic copies should be sent to TECO Partners per the ITB Letter.

Bid Activities

Date	Name	Description
5/14/2021 05:00 PM (ET)	Last Day the City Will Issue Addenda	This is the last date and time the City will issue an addendum.

Bid Messages

Date	Subject	Message
05/17/21	Solicitation Closing Courtesy Reminder	This is a courtesy reminder that this solicitation opportunity will be closing on Tuesday May 18, 2021 at 4:00 PM. If you are not submitting a response to this ITB, please provide your reasons via this eProcurement Market Place ore-mail to Jeremin Worlds, Senior Buyer, at jworlds@deerfield-beach.com. Thank you. Thank you.
05/18/21	ITB Closing	Due to the COVID-19 Pandemic, all meetings will follow all CDC Guidelines. Proposers may attend thisITBclosing in person or virtually via Zoom.You may join the Zoom ITBclosing by clicking on the link below: Join Zoom Meeting https://deerfield-beach.zoom.us/j/86870761970?pwd=K2k1T2kybW5vR3B1ZzUyQXI4d0tBZz09

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	21-30-JW ITB Letter.pdf	20-30-JW - ITB Letter
Header	21-30-JW Public Notice.pdf	Public Notice
Header	21-30-JW - Tentative Schedule of Events .lsx.pdf	Tentative Schedule of Events

Header	21-30-JW Exhibit 1 - Volume Summary 2021.pdf	Exhibit 1 - Volume Summary
Header	21-30-JW Exhibit II - DFB PO T&CS.pdf	Exhibit II - PO Terms and Conditions

Bid Attachments Requested

The following attachments are requested with this opportunity

Bid Attributes

Line Items



2000A Southbridge Pkwy
Suite 330
Birmingham, AL 35209
Office: 205-969-1047
Fax: 205-969-1479
www.interconnresources.com

Jeremin Worlds, Senior Buyer
The City of Deerfield Beach
401 SW 4th St., 2nd Floor
Deerfield Beach, FL 33441
(954) 480-4388
jworlds@deerfield-beach.com

May 13, 2021

Interconn Resources, LLC SEALED BID RESPONSE to ITB #21-30-JW

Hi Jeremin,

Thank you for the opportunity to provide pricing for The City of Deerfield Beach's CNG facility. Interconn is pleased to offer the following pricing starting July 1, 2021:

NYMEX plus basis pricing:

12-months – NYMEX Last Day Settlement price each month + \$0.093/therm + the TECO Load Factor Adjusted Release Rate adder (currently \$.028/therm)

Our pricing is for 100% swing (full requirements) even on OFO/Alert days and includes all components (pipeline transportation, pipeline fuel, and utility fuel loss) except the TECO LFARR adder, which is currently set at \$.028/therm and will be passed through as approved. We do not charge any customer service fees or have any charges to initiate new service. Per the ITB, The City of Deerfield Beach is exempt from all taxes. The City of Deerfield Beach may fix the commodity price 5 business days prior to the month of flow and credit is approved.

Let us know if you have any questions and we look forward to your feedback!

Sincerely,

Matt Crawford
Director of Consultant Relations
Direct: 502 221 3355
Cell: 502 744 5865
Fax: 205 969 1479
mattc@interconnresources.com
www.interconnresources.com

CONSISTENTLY GREAT NATURAL GAS SERVICE

Customer: **City of Deerfield Beach**

RFP Results for: July 1, 2021 -June 30, 2022

Date Submitted: *May 18, 2021*

Pricing Format: *Therms*

NCTS Accounts EAT: *138,191*

Term: One Year

	Interconn Resources	\$0.0930			
	Tiger Natural Gas	\$0.116	\$0.091		

	Fuel Cost:		Pass Through Cost:			
	NYMEX	FGT Zone 3	Pipeline Capacity	Fuel Retention		
Current Rate	0.2342	0.2381	0.08295	0.00736		
Fuel + Adder+ applicable Pass Thru's						
	NYMEX	FGT Zone 3	NYMEX plus Pass Thru Cost	FGT Zone 3 plus Pass Thru Cost	Cost per Therm	Bidder Ranking
	\$0.3272				\$0.3272	1
	\$0.3502	\$0.3291			\$0.3291	2

Conclusion: City of Deerfield sent RFP's to many different suppliers. The results indicate that **Interconn Resources** is the lowest cost third party provider for **City of Deerfield Beach** with a proposed price of NYMEX + \$.093 per therm.

Comparisons of bid analysis:

Interconn (best bid) compared to Tiger (2nd best bid):	\$ (269)
Interconn compared to utility:	\$ (66,812)

Definition:

NYMEX - New York Mercantile Exchange is the largest physical commodity exchange where natural gas and other commodity are traded.

FGT Zone 3 - The price of the gas delivered at FGT Zone 3. These indices are compiled and published through subscription.

Pass Thru Cost - The cost to get gas from the well to city gate. It includes capacity charges, reservation and fuel loss charges.

Compressed Natural Gas Cost Modeling

Source	Average Monthly Cost	Average Annual Cost
Clean n Green	\$ 23,661.52	\$ 283,938.19
TECO	\$ 15,761.74	\$ 189,140.92
Interconn	\$ 7,644.82	\$ 91,737.88



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-738

Agenda Date: 6/1/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Limited Use License Agreement with the State of Florida, Department of Health, Broward County Health Department for COVID-19 vaccination events; ratifying execution of the Limited Use License Agreement with the Department of Health; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Due to the COVID-19 pandemic, the City of Deerfield Beach and the Department of Active Aging have been working on vaccine availability for residents. A limited use license agreement for the COVID-19 vaccine with the Department of Health of Broward County was secured.

Current Activity

The City of Deerfield Beach's Center for Active Aging is a host site for the Florida Department of Health of Broward County's "Pop Up" vaccination site. The first event was on 5/27/2021 for the 1st shot and the 2nd shot will be administered 3 weeks later on 6/17/2021. The second event is scheduled for Friday, 6/4/2021 for the 1st shot and the 2nd shot will be administered on Friday, 6/25/2021. No appointments are required. The License Agreement also provides for additional events acceptable to the Dept. of Health and the City. The Pfizer vaccine is being administered for individuals 12 years old and older. Additional dates will be determined by the Department of Health and the Department of Active Aging based on the needs of the community.

Recommendation

Approval and ratification of the signed agreement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A LIMITED USE LICENSE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF HEALTH, BROWARD COUNTY HEALTH DEPARTMENT FOR COVID-19 VACCINATION EVENTS; RATIFYING EXECUTION OF THE LIMITED USE LICENSE AGREEMENT WITH THE DEPARTMENT OF HEALTH; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 13, 2020, the Mayor issued a declaration of local state of emergency due to the public health crisis presented by COVID-19; and

WHEREAS, since March 2020, the Governor, Broward County, and the City Manager have issued various emergency orders designed to curb the spread of COVID-19; and

WHEREAS, as of April 5, 2021, per the Governor’s Executive Order 21-79, all Floridians are eligible to receive any COVID-19 vaccine as prescribed by the Food and Drug Administration; and

WHEREAS, the City desires to make COVID-19 vaccines more accessible to City residents; and

WHEREAS, the State of Florida, Department of Health, Broward County Health Department (“DOH”) is responsible for conducting programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to Section 381.003, Florida Statutes; and

WHEREAS, the DOH has instituted a mobile health clinic to visit clients at various locations in Broward County where community residents have been identified as in need of medical services with limited access to existing facilities; and

WHEREAS, the City has space available at the City’s Center for Active Aging located at 227 NW. 2nd (Eller) Street, Deerfield Beach, Florida 33441 (the “Site”), which is sufficient to accommodate the mobile health clinic and its expected clients and has offered the use of this available space to the DOH; and

WHEREAS, the City desires to grant the DOH a limited use license to use a specified portion of the Site (the “Licensed Area”) for the DOH to hold vaccination events to administer COVID-19 vaccines to eligible members of the public, as contemplated in the Limited Use License Agreement, attached as Exhibit “A” (the “License Agreement”); and

WHEREAS, the City Commission finds that the limited use of the Licensed Area in accordance with the terms of the License Agreement to help mitigate the COVID-19 health emergency is a benefit to the community; and

WHEREAS, due to the need to provide an additional vaccination site for City residents and the Commission’s previous support for such efforts, the City Manager executed the License Agreement to expedite vaccine availability within the City; and

WHEREAS, the first vaccination event was held on May 27, 2021 and the second vaccination event is scheduled for June 4, 2021, each with a three week follow up for the second dose of the vaccine; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve and ratify execution of the License Agreement with the DOH, attached as Exhibit “A.”

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

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

Section 2. The City Commission hereby approves the License Agreement with the DOH, attached as Exhibit “A,” for vaccination events to administer COVID-19 vaccines to eligible members of the public.

Section 3. The City Commission hereby ratifies the City Manager’s execution of the License Agreement, attached as Exhibit “A.”

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**VACCINATION EVENT (COVID-19)
LIMITED USE LICENSE AGREEMENT
BETWEEN
STATE OF FLORIDA, DEPARTMENT OF HEALTH
BROWARD COUNTY HEALTH DEPARTMENT
AND
CITY OF DEERFIELD BEACH**

This Limited Use License Agreement ("Agreement") is entered into this 21st day of May, 2021, by and between the State of Florida, Department of Health, Broward County Health Department (the "Health Department") and City of Deerfield Beach (the "City").

WHEREAS, the Health Department is responsible to conduct programs for the prevention and control of communicable diseases and vaccine-preventable diseases, pursuant to section 381.003, Florida Statutes ("F.S."); and

WHEREAS, the State Surgeon General and State Health Officer has determined that Coronavirus Disease 2019 ("COVID-19") is a threat to public health in Florida and issued a Declaration of Public Health Emergency on March 1, 2020; and

WHEREAS, the Health Department has instituted a mobile health clinic to visit clients at various locations in Broward County where community residents have been identified as in need of medical services with limited access to existing facilities; and

WHEREAS, the City has space available at the City's Center for Active Aging located at 227 NW. 2nd (Eller) Street, Deerfield Beach, Florida 33441 (the "Site"), which is sufficient to accommodate the mobile health clinic and its expected clients and has offered the use of this available space to the Health Department.

NOW, THEREFORE, the parties agree as follows:

City of Deerfield Beach's responsibilities:

1. The City hereby grants to the Health Department an exclusive limited duration revocable right, privilege and license to access and use that portion of the Site designated by the City, as shown in the attached Exhibit "A," for the COVID-19 vaccination event on the dates and hours described herein.
2. The City acknowledges that this space and its surrounding areas shall be open to the clients of the Health Department and other members of the general public in order to obtain and receive COVID-19 vaccinations provided by the Health Department.
3. The City agrees to allow the Health Department to include its name and address on all communication materials informing the public of the services of the mobile clinic and its availability to the residents of Broward County, Florida.

Health Department responsibilities:

1. Subject to vaccine availability, the Health Department will offer COVID-19 vaccinations in its mobile health clinic at the Site on agreed upon days and times.

2. The Health Department shall provide, at Health Department's sole cost and expense, all services, supplies and equipment required for the COVID-19 vaccination event. The Health Department will display signage that indicates that the vaccinations are being provided by the Health Department.

3. The Health Department shall conduct the COVID-19 vaccinations in full compliance with all applicable governmental requirements. Health Department represents and warrants that: (i) Health Department has all authorizations, licenses and permits that are necessary to provide the COVID-19 vaccinations; (ii) Health Department and its employees, guests, invitees, agents, contractors, and representatives (the "Health Department Parties") will not violate any laws, regulations, rules or governmental requirements in connection with, or during the vaccination event; and (iii) Health Department shall ensure that the COVID-19 vaccination event is carried out in a safe and controlled manner.

4. The Health Department shall maintain all records and conduct any epidemiological investigation and monitoring for identified COVID-19 Persons Under Investigation and COVID-19 cases resulting from the execution of this Agreement.

Vaccination Event Information:

Vaccination Event Location/Hours Available: 8am – 5 pm

City of Deerfield Beach
Center for Active Aging
227 NW 2nd (Eller) Street
Deerfield Beach, Florida 33441

Pop Up Site Dates and Hours:

- 1) Thursday, May 27, 2021 from 9 am – 4 pm
- 2) 3 weeks later for the 2nd dose of Pfizer on Thursday, June 17, 2021 from 9 am – 4pm
- 3) Friday, June 4, 2021 from 9 am – 4 pm
- 4) 3 weeks later for the 2nd dose of Pfizer on Friday, June 25, 2021 from 9 am – 4pm
- 5) Additional dates and time to be determined based on community needs by DOH and CAA

Health Department Contact Information:

Terri M. Sudden, Director
Public Health Preparedness
780 SW 24th Street
Fort Lauderdale, FL 33315
Phone: (954) 847-8192
Email: terri.sudden@flhealth.gov
Fax: (954) 767-5155

City of Deerfield Beach Contact Information:

Donna DeFronzo
Director of Active Aging
227 NW 2nd (Eller) Street

Deerfield Beach, FL 33441
Phone: (954) 480-4453
Cell: (954) 675-2533
Email: ddefronzo@dfb.city
Fax: (954) 480-4493

I. Terms and Conditions:

A. Laws

Both parties agree to abide by all applicable local, state, and federal laws.

B. Information Security and Confidentiality

Subject to Chapter 119, Florida Statutes, the Health Department shall maintain confidentiality of all data, files, and records including patient records related to the services provided pursuant to this Agreement and will comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, F.S.

C. Liability and Insurance

1. Each party who is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible only to the extent provided by section 768.28, F.S., for the negligent acts or omissions or tortious acts of its own employees, agents or principals which result in claims or suits against the other party (parties), and agrees to be liable for any damages proximately caused by said acts or omissions or torts. Each party, at its expense, shall maintain ordinary property and liability insurance to the extent authorized by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement. No state agency or subdivision indemnifies any other party or person.
2. Health Department shall provide the City with evidence of comprehensive general liability insurance. Any insurance maintained by the City shall be in excess of Health Department's insurance and shall not contribute to Health Department's insurance.

D. Amendment

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein. This Agreement may be amended at any time in writing and signed by both parties.

E. Effective Date, Term, Termination

This Agreement shall become effective upon the signature of both parties and remain in effect until otherwise agreed to by the parties. This Agreement may be terminated by either party without cause upon no less than 30 days written notice to the other party,

unless a lesser time is mutually agreed upon in writing by both parties. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

F. Independent Parties

The parties expressly agree that no relationship of employer/employee, principal agent, lessee/lessor, or other association shall be created by this Agreement between the parties or their directors, officers, agents, or employees. The parties agree that they will never incur any obligations on the part of the other party.

G. Inspector General

To the extent applicable, both parties acknowledge and understand their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.

H. Financial Obligations

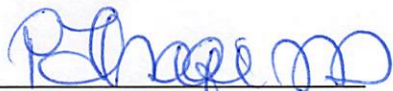
Both parties agree to be responsible for their own costs associated with performing its respective obligations under this Agreement. In the event of a dispute under this Agreement, both parties are responsible for their own attorney fees and costs. Venue for any legal action arising from this Agreement will be in the county of the Health Department.

I. Authority to Bind Principals

The persons executing this Agreement on behalf of their respective agency parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Agreement on behalf of the agency for which they sign.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

HEALTH DEPARTMENT



Name: Paula Thaqi, M.D., MPH

Title: Director

Date: 5-25-21

CITY OF DEERFIELD BEACH



Name: David Santucci

Title: City Manager

Date: 05/25/21

EXHIBIT "A"

The licensed area shall be generally located at 227 NW 2nd Street, Deerfield Beach, as more particularly reflected in the following site plan:

INSERTED FOR DISCUSSION PURPOSES

- A. ALTERNATIVE PARKING AREAS
- B. GREETING AREA - PRE-REGISTRATION
- C. VACCINATION / PATIENT ROOM





DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-8300 State Employee Workers' Compensation
and Employer's Liability
Certificate of Coverage

Name Insured: Department of Health

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2020

Expiration Date: July 1, 2021



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation

To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State - Any state or territory of the United States of America and the District of Columbia.
- (c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable. **Coverage B** - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



DEPARTMENT OF FINANCIAL SERVICES

Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: GL-8300 General Liability
Certificate of Coverage

Name Insured: Department of Health

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2020

Expiration Date: July 1, 2021



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-661

Agenda Date: 6/1/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, amending the 2020/2021 schedule of City Commission meetings; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 200.065(2)(e)2., Florida Statutes, provides that "hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings." On September 14, 2020, the City Commission approved the FY 2020/2021 meeting schedule through October 5, 2021.

Current Activity

The original dates of September 9 and September 21 for the City budget hearings, conflict with the Broward County budget hearings. Staff has determined it best to amend the September meetings and hold the tentative and final budget hearings on Friday, September 3, 2021 and Monday, September 13, 2021, respectively.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AMENDING THE 2020/2021
SCHEDULE OF CITY COMMISSION MEETINGS; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, on September 14, 2020, the City Commission approved the Fiscal Year 2020/2021 City Commission meeting schedule through October 5, 2021; and

WHEREAS, Section 200.065(2)(e)2., Florida Statutes, provides that “hearing dates scheduled by the County Commission and School Board shall not be utilized by any other Taxing Authority within the County for its public hearings”; and

WHEREAS, due to conflicts with the Broward County budget hearings, the City Commission wishes to amend the schedule of regular City Commission meetings for 2020/2021.

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

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

Section 2. The City Commission hereby amends the City Commission meetings schedule for Fiscal Year 2020/2021 to reschedule the September 9 and September 21, 2021 regular City Commission meetings to Friday, September 3 and Monday September 13, 2021, respectively.

Section 3. The City Commission reserves the right to reschedule meetings, schedule special meetings, or take such other actions as it deems appropriate.

Section 4. The appropriate City officials are authorized to do all things necessary 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.

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. 2021-722

Agenda Date: 6/1/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE III "OFFICIALS, OFFICERS AND EMPLOYEES," DIVISION 2 "TRAVEL EXPENDITURES POLICY" TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 15, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

This Ordinance revises Sections 2-221, et. seq. of the City Code to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law.

Staff will present a travel policy and procedures (the "Travel Policy") for City Commission approval at second reading of this Ordinance. The Travel Policy will:

1. Describe the types of travel related expenditures that are reimbursable by the City.
2. Inform employees of their responsibilities to control and report travel expenses.
3. Describe the process for an employee to file and obtain travel reimbursement for travel expenses.
4. Provide for per diem rates in accordance with applicable state law.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 “ADMINISTRATION,” ARTICLE III “OFFICIALS, OFFICERS AND EMPLOYEES,” DIVISION 2 “TRAVEL EXPENDITURES POLICY” TO PROVIDE FOR THE ADOPTION OF TRAVEL POLICIES AND PROCEDURES BY RESOLUTION AND TO PROVIDE FOR CONSISTENCY WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code to provide for the adoption of travel policies and procedures by resolution and to provide for consistency with state law.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 2 “Administration,” Article III “Officials, Officers and Employees,” Division 2 “Travel Expenditures Policy,” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE III – OFFICIALS, OFFICERS AND EMPLOYEES

DIVISION 2. TRAVEL EXPENDITURES POLICY

~~Sec. 2-221. Provisions of division to supersede state law.~~

~~The provisions of this division are intended to be in complete substitution of the provisions of F.S. § 112.061 or any successor to such statute.~~

Sec. 2-221~~2~~. Generally.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

The city will pay the reasonable travel expenses of city commission members, officers, employees, board members and committee members incurred in connection with authorized city travel, subject to compliance with all applicable City Commission adopted travel policies and procedures. Mileage, ~~however,~~ for use of one's own automobile or other vehicle, when such use is on behalf of the city and has been authorized, will be paid at the rate authorized by the Internal Revenue Service (IRS) for computing the value of personal use of an employer-supplied vehicle. Only reasonable travel expenses may be reimbursed. The city manager shall be the final arbiter in determining whether any particular travel expense of any traveler, except city commission members, is reasonable ~~or~~ unless a travel expense is specifically authorized by the city commission. ~~The city manager shall receive city commission approval prior to any travel which is to be reimbursed by the city outside the tri-county area.~~ The City Manager's travel budget shall be approved by the City Commission as a line item in the budget during the annual budget approval process.

The City Commission may, by resolution, adopt additional travel policies and procedures governing travel expenses of city commission members, officers, employees, board members and committee members.

~~Sec. 2-223. Advancement travel authorization and advancement of funds.~~

~~Persons shall obtain authorization for city travel and, if needed, an advancement of funds for use on their trip by completing a travel approval form and having it signed by their department head (if applicable) and the city manager (if applicable). No advancement of funds shall be made for persons who are accompanying an authorized traveler but who are not on official city business themselves. If, as a matter of convenience, the authorized traveler wishes the city to make travel arrangements for said persons, all costs of such travel arrangements must be paid to the city before the city proceeds with said arrangements. When the trip has been concluded, the traveler will file with the city manager a signed travel expense form setting forth the reasonable expenses incurred for which city payment is sought. Any difference between the amount advanced and the reasonable expenses shall either be returned to the city or reimbursed to the traveler, whichever is appropriate under the circumstances.~~

~~Sec. 2-224. Filing of expense form.~~

~~The traveler shall, when the trip has been concluded, file with the city manager a signed travel expense form setting forth the reasonable expenses incurred for which city payment is sought. The reasonable expenses incurred will then be reimbursed by the city to the traveler. A signed travel expense form, accompanied by receipts documenting the expenses set forth on said form, must be filed after completion of the trip, whether an advance has been received or not. If a travel expense form has not been filed within 40 days of the conclusion of a trip, the city shall not reimburse expenses, and in the case of undocumented advancements, shall have the right to deduct the amount of said undocumented advancements from future salary payments.~~

~~Sec. 2-225~~2. Proof of expenditures; per diem rates; settlement.

~~The city administration shall require~~ Travelers seeking reimbursement of travel expenses shall provide proof that expenditures were actually incurred, in accordance with the City's travel

~~policy and procedures, the nature of those expenditures, and the relation to the authorized trip by requiring the submittal of receipts and/or other appropriate documentation. If adequate proof relating to any one or all of the foregoing categories is not submitted, reimbursement of such expenses shall not be made. The travel expense forms are to be filed with the office of management and budget after they have been approved by the appropriate department head (if applicable) and the city manager. At that time the proper settlement shall be made as described in section[s] 2-223 and 2-224. Reimbursement of travel expenses shall be subject to the regulations set forth in the City's travel policy and procedures. The per diem rates shall not exceed the maximum rates set by applicable law.~~

~~A traveler on official city business which requires overnight lodging may request a per diem payment of \$70.00 for lodging and meals for each full day (24 hours) of travel that includes an overnight stay in lieu of submitting receipts for said lodging and meals. The traveler shall be reimbursed one-fourth of the authorized rate per diem for each quarter, or fraction thereof, of the travel day included within his travel period. If a traveler wishes to be reimbursed for meals in lieu of submitting receipts for those meals, they shall be reimbursed at the rate of \$5.00 for breakfast, \$7.00 for lunch and \$12.00 dollars for dinner.~~

The city manager shall keep the commission regularly advised of the status of the commission travel budget and expenditures and the percentage of the travel budget expended. The city commission shall approve any travel expenses, which exceed budgeted amounts.

Secs. 2-226~~3~~—2-245. Reserved.

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

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

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

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

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-716

Agenda Date: 6/1/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 15, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$16,284,885

Account Name: Intergovernmental Revenues

Account Number: TBD

Secondary Account Name: Contingency

Secondary Account Number: TBD

Background/History

On March 11, 2021, the American Rescue Plan Act of 2021 (the "ARPA"), a \$1.9 trillion economic stimulus bill, was signed into law by the President. Within the ARPA, the Coronavirus State and Local Fiscal Recovery Funds provides for \$350 billion for states, municipalities, counties, tribes, and territories. The City was allocated \$16,284,885 of ARPA funds (the "ARPA Funds").

In accordance with Section 166.241(5)(c), Florida Statutes, the governing body of each municipality at any time within a fiscal year or within 60 days following the end of the fiscal year, may amend the budget for a purpose not specifically authorized in Section 166.241(5)(a) or (b), in the same manner as the original budget was adopted. This proposed amendment to the budget meets this requirement.

Article 5 of the City Charter provides that if during the fiscal year the City Manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Commission may, by ordinance, make supplemental appropriations for the year up to the amount of such excess.

The proposed budget amendment is to establish a Special Revenue Fund for the deposit and

appropriation of the ARPA Funds for expenditures that comply with the ARPA. This fund will function like a Grant Fund, recognizing the ARPA revenue funding received to support eligible expenditures, with any excess funding restricted to only that Fund. Fifty percent (50%) of the funding is to be available this year, and the remainder next year. Further, the distribution will be directly to the City as an entitlement city, and will not have to go through the State or County.

Summary of eligible expenses are:

- to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- for premium pay to eligible workers performing essential work during the COVID-19 public health emergency; providing up to \$13 per hour above regular wages;
- for the provision of government services to the extent of the reduction in revenue is due to the COVID-19 public health emergency (relative to revenues collected in the most recent full fiscal year of the City prior to the emergency); or
- to make necessary investments in water, sewer, or broadband infrastructure.

Current Activity

A list of proposed projects will be brought before the City Commission for review and approval once they have been vetted by staff and the City's consultant for eligibility.

Recommendation

Staff recommends approval.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; ESTABLISHING A SPECIAL REVENUE FUND FOR THE AMERICAN RESCUE PLAN ACT FUNDS ALLOCATION IN THE AMOUNT OF \$16,284,885 AND APPROVING SUPPLEMENTAL APPROPRIATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (the “ARPA”), a \$1.9 trillion economic stimulus bill, was signed into law by the President; and

WHEREAS, within the ARPA, the Coronavirus State and Local Fiscal Recovery Fund provides for \$350 billion for states, municipalities, counties, tribes, and territories; and

WHEREAS, the City was allocated \$16,284,885 of ARPA funds (the “ARPA Funds”); and

WHEREAS, pursuant to Section 166.241(5), Florida Statutes, “[t]he governing body of each municipality at any time within the fiscal year or within 60 days following the end of the fiscal year may amend a budget for that year”; and

WHEREAS, pursuant to Section 5.05(1) of the City Charter, “[i]f during the fiscal year the manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the City Commission may by ordinance make supplemental appropriations for the year, up to the amount of such excess”; and

WHEREAS, the City Manager has certified that there are revenues available for appropriation in excess of those originally estimated in the budget for the fiscal year ending September 30, 2021, due to the receipt of the ARPA Funds; and

WHEREAS, the proposed amendment to the City’s budget for the fiscal year ending September 30, 2021, attached as Exhibit “A,” is to establish a Special Revenue Fund for the deposit and appropriation of the ARPA Funds for expenditures that comply with the ARPA (the “Budget Amendment”); and

WHEREAS, City staff recommends approving the Budget Amendment, attached as Exhibit “A”.

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

Section 1. That the above “WHEREAS” clauses are true and correct and are made a part hereof.

Section 2. That the Budget Amendment, as set forth in the attached Exhibit “A,” is hereby approved.

Section 3. That the Special Revenue American Rescue Plan Fund is hereby established for the acceptance and deposit of the ARPA Funds.

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

Section 5. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. Should any section or provision of this ordinance 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 7. This Ordinance shall take effect immediately upon its passage and 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, CITY CLERK

"EXHIBIT A"
CITY OF DEERFIELD BEACH, FLORIDA
SUPPLEMENTAL APPROPRIATION AND AMENDMENT
SPECIAL REVENUE AMERICAN RESCUE PLAN FUND
FISCAL YEAR ENDING SEPTEMBER 30, 2021

	TOTAL ORIGINAL BUDGET		BUDGET AMENDMENT ONE		AMENDED BUDGET
ESTIMATED REVENUES:					
Intergovernmental Revenue	\$	-	\$	16,284,885	\$ 16,284,885
TOTAL SOURCES/REVENUES	\$	-	\$	16,284,885	\$ 16,284,885
EXPENDITURES:					
Contingency	\$	-	\$	16,284,885	\$ 16,284,885
TOTAL USES/EXPENDITURES	\$	-	\$	16,284,885	\$ 16,284,885



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-718

Agenda Date: 6/1/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 "ADMINISTRATION," ARTICLE VI "CODE ENFORCEMENT," DIVISION 2 "SPECIAL MAGISTRATE," SECTION 2-357 "CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY" OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 "WATER CONSERVATION," SECTION 70-163 "YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES" TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 15, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

In Spring of 2020, the South Florida Water Management District ("SFWMD") began an effort to encourage all local governments to adopt ordinances that are in full compliance with the District's mandatory, year-round permanent landscape watering restrictions (Chapter 40E-24, Florida Administrative Code). They began reviewing each local government's code within their jurisdiction.

The City had already adopted an ordinance, but SFWMD noticed that the City did not have an applicable enforcement/penalty scheme. The proposed amendment is intended to clarify the enforcement/penalty scheme, by including the year-round permanent landscape watering restrictions among the other regulations that are enforced by the City's code enforcement division. The specific amendments are to Section 2-357, which lists the City's regulations that are enforced by the Code Enforcement Division, and to Section 70-163 which are the actual ordinance provisions for year-round permanent landscape watering restrictions.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING THE CITY CODE OF ORDINANCES CHAPTER 2 “ADMINISTRATION,” ARTICLE VI “CODE ENFORCEMENT,” DIVISION 2 “SPECIAL MAGISTRATE,” SECTION 2-357 “CODE ENFORCEMENT SPECIAL MAGISTRATE JURISDICTION AND AUTHORITY” OF THE CITY CODE OF ORDINANCES; AMENDING CHAPTER 70 “WATER CONSERVATION,” SECTION 70-163 “YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES” TO MAKE SECTION 70-163 SUBJECT TO THE CODE ENFORCEMENT PROCESS IN CHAPTER 2 OF THE CITY CODE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code to provide for enforcement procedures for the year-round irrigation conservation measures.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 2 “Administration,” Article VI “Code Enforcement,” Division 2 “Special Magistrate,” Section 2-357 “Code enforcement special magistrate jurisdiction and authority,” of the City Code of Ordinances is hereby amended to read as follows:¹

Chapter 2 – ADMINISTRATION

ARTICLE VI – CODE ENFORCEMENT

Sec. 2-357. Code enforcement special magistrate jurisdiction and authority.

- (a) The code enforcement special magistrate (“special magistrate”) shall have the jurisdiction and authority to hear and decide alleged violations of the following:
 - (1) The city zoning ordinances, the Land Development Code (Chapter 98) as it exists today and as may be amended from time to time, and all ordinances relating to the

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

development, maintenance, use, construction or condition of real property, building or structures within the city.

- (2) The chapters and sections of the City Code specified below, as may be amended from time to time:

nn. Section 70-163, Year-round landscape irrigation conservation measures.

- (3) All city building codes, including, but not limited to, the Florida Building Code.
- (4) All city fire codes, the Florida Fire Prevention Code and any other fire related city ordinances to the extent permitted by law.
- (b) In addition to the powers and authority given to the code enforcement special magistrates for the city pursuant to this division, the city may, in its discretion, exercise any powers given to municipalities or their special magistrates by F.S. Ch. 162, as amended from time to time. All references to F.S. Ch. 162 shall include any subsequent amendments thereto.

Section 3. Chapter 70 “Water Conservation,” Section 70-163 “Year-round landscape irrigation conservation measures,” of the City Code of Ordinances is hereby amended to read as follows:

Chapter 70 – WATER CONSERVATION

Sec. 70-163. - Year-round landscape irrigation conservation measures.

- (f) The City may enforce the provisions of this article through the code enforcement process as set forth within Chapter 2, Article VI of this Code, or any other enforcement procedure authorized by law.

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 take effect 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, CITY CLERK



City of Deerfield Beach

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

Face Sheet

File Number: I.D. 2021-719

Agenda Date: 6/1/2021

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 98-103 "REASONABLE ACCOMMODATION PROCEDURES" OF THE CITY LAND DEVELOPMENT CODE TO UPDATE THE REASONABLE ACCOMMODATION PROCEDURES; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for June 15, 2021

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

Planning staff has identified the need for amendments to Section 98-103 of the Deerfield Beach Land Development Code (Code) relative to certain regulations and procedures regarding reasonable accommodation requests. The proposed amendments are summarized below:

1. Updating application submittal requirements to be consistent with procedures for other land use applications, including adding requirements for agent authorization letters, written narrative, and request for additional materials.
2. Placing specific criteria for reasonable accommodations for community residences and other types of group housing.
3. Clarifying the mailing requirements, adding additional standards for a reasonable accommodation determination, and indicating that the reasonable accommodation shall cease if the applicant is no longer living, or if applicable operating, at the property.
4. Amending the appeal provisions following issuance of a determination by the Hearing Officer. The current Code provides for appeal to the City Commission. Staff proposes to change this appeal provision to make it consistent with appeals of decisions by the Zoning Appeals Special Master (variances, conditional use determinations) wherein an applicant will have the ability to appeal to the Circuit Court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.
5. Amending the annual recertification requirement to no longer require a hearing before the Hearing

Officer. Instead, the proposed amendment requires annual submittal of a recertification affidavit to the City, certifying that there are no material changes to the underlying facts and circumstances that served as the basis for the original reasonable accommodation order. Staff believes the proposed change will provide for a more streamlined recertification process and will still allow for adequate monitoring/enforcement of the original order without the need to attend a hearing each year.

The Planning and Zoning Board recommended approval of the proposed code amendment on May 6, 2021.

Recommendation

Approval.

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 98-103 “REASONABLE ACCOMMODATION
PROCEDURES” OF THE CITY LAND DEVELOPMENT
CODE TO UPDATE THE REASONABLE
ACCOMMODATION PROCEDURES; PROVIDING FOR
CONFLICTS, SEVERABILITY, CODIFICATION, AND AN
EFFECTIVE DATE**

WHEREAS, the City Commission finds it to be in the best interests of the City to amend the City Code provisions regarding reasonable accommodation procedures.

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

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. Chapter 98 “Land Development Regulations,” Article IV “Supplementary Regulations,” Section 98-103 “Reasonable Accommodation Procedures,” of the Land Development Code is hereby amended to read as follows:¹

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE IV – SUPPLEMENTARY REGULATIONS

Sec. 98-103. – Reasonable accommodation procedures.

- (a) *Policy implementation.* This section implements the policy of the City of Deerfield Beach for processing of requests for reasonable accommodation to its ordinances, rules, policies and procedures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) (“FHA”) and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131, et seq.) (“ADA”) or other applicable federal law. For purposes of this section, a “disabled” individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA or other applicable federal law. Any person who is disabled (or qualifying entities) may request a reasonable

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

accommodation with respect to the city's land use or zoning laws, rules, policies, practices and/or procedures as provided by the FHA and the ADA or other applicable federal law pursuant to the procedures set out in this section.

- (b) *Request for reasonable accommodation.* A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the ~~d~~Director of ~~p~~Planning and Development Services (the “~~d~~Director”). The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. For a reasonable accommodation request involving housing or zoning, the application, shall, at a minimum, require the following information:
- (1) Name and contact information for applicant and, as applicable, or applicant's authorized representative; and
 - (2) ~~Address of housing or other location at which accommodation is requested; and~~ Letter of authorization from owner/applicant granting an agent authorization to represent the applicant, if applicable; and
 - (3) ~~Description of the qualifying disabilities and reasonable accommodation required; and~~ Disclosure of ownership interests in property and consent of all property owners; and
 - (4) ~~A description of the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought; and~~ Address of housing or other location at which accommodation is requested, and description of the existing use of the property; and
 - (5) ~~A statement as to whether the applicant is requesting the accommodation in order to house more than three unrelated people in a single family dwelling; and~~ A description of: (i) the qualifying disabilities; (ii) the accommodation requested; and (iii) the specific regulation(s) and/or procedure(s) from which accommodation is sought; and
 - (6) ~~The number of persons in one dwelling necessary to be financially viable; and~~ Reason(s) the reasonable accommodation may be necessary for the individual with disabilities to use and enjoy the housing or other service; and
 - (8) ~~The number of persons in one dwelling necessary to be therapeutically beneficial; and~~ Other relevant information reasonably requested by the Director, pertaining to the disability or property that may be needed by the City in order for the City to evaluate the request for reasonable accommodation; and
 - (9) ~~If an on-site supervisor or manager is to reside on the premises for any period of time, provide the name phone and email; and~~

- ~~(10) All certified recovery residences must provide proof of satisfactory, fire, safety and health inspections as required by Section 397.487, F.S., as amended from time to time.~~
- (7) If the reasonable accommodation is regarding a request for a community residence or other type of group housing, the applicant shall provide the following additional information:
- i. A statement as to whether the applicant is requesting the accommodation in order to house more than three unrelated people in a single-family dwelling;
 - ii. The number of persons in one dwelling necessary to be financially viable;
 - iii. The number of persons in one dwelling necessary to be therapeutically beneficial;
 - iv. The name, phone, and email of the on-site supervisor or manager if one is to reside on the premises for any period of time; and
 - v. All certified recovery residences must provide proof of satisfactory, fire, safety and health inspections as required by Section 397.487, F.S., as amended from time to time.
- (c) *Medical information.* If the information provided by the disabled individual to the city includes medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual, such individual may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual. The city shall thereafter endeavor to provide written notice to the disabled individual, and/or their representative, or any request received by the city for disclosure of the medical information or documentation which the disabled individual has previously requested be treated as confidential by the city. The city will cooperate with the disabled individual, to the extent allowed by law, in actions initiated by such individual to oppose the disclosure of such medical information or documentation, but the city shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual.
- (d) *Hearing officer.* The hearing officer with authority to review vested rights applications under section 98-33 of the Land Development Code is empowered to and shall have the authority to consider and act on requests for reasonable accommodation, after notice and public hearing to receive comments, input and information from the public (provided, however, the hearing officer, or designee, shall not be required to render their decision at

said public hearing). When a reasonable accommodation request form has been completed and submitted to the director of planning and development services, it will be referred to the hearing officer, for a hearing, review and consideration.

- (1) The hearing officer shall issue a written determination within 45 days of the date of receipt of a completed application, except as provided in paragraph (3) below, and may, in accordance with federal law, (1) grant the accommodation request, (2) grant a portion of the request and deny a portion of the request, and/or impose conditions upon the grant of the request as he/she deems necessary and appropriate to mitigate any public safety concerns which pose a significant risk to children under age 18 or neighboring residential communities or the residential character of those communities or (3) deny the request, in accordance with federal law. The hearing officer shall issue a written order on the request which either approves the request, denies the request or approves the request with conditions and/or modifications. If the request is denied, the order shall state the grounds therefore. All written determinations shall give notice of the right to appeal.
 - ~~(2) The notice of determination shall be sent to the requesting party (i.e. the disabled individual(s) or representative) by certified mail, return receipt requested.~~
 - ~~(23)~~ If reasonably necessary to reach a determination on the request for reasonable accommodation, the hearing officer may, prior to the end of said 45-day period, request additional information from the requesting party, specifying insufficient detail what information is required. The requesting party shall have 15 days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the 45-day period to issue a written determination shall no longer be applicable, and the hearing officer, or designee, shall issue a written determination within 45 days after receipt of the additional information. If the requesting party fails to provide the requested additional information within said 15-day period, the hearing officer shall issue a written notice advising that the requesting party had failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the city with regard to said reasonable accommodation request shall be required. The time periods set forth herein may be extended by agreement of the applicant and the city, with the approval of the hearing officer.
- (e) *Disability.* In determining whether the reasonable accommodation request shall be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in the FHA and/or ADA, and that the specific accommodation request constitutes the minimum necessary to address the reasonable accommodation requested. Although the definition of disability is subject to judicial interpretation, for purposes of this ordinance the disabled individual must show: (i) a physical or mental impairment which substantially limits one or more major life activities; (ii) a record of having such impairment; or (iii) that they are regarded as having such impairment.

For requests related to housing, next the Hearing Officer must make a finding that;

- (1) The accommodation request will provide direct or meaningful therapeutic amelioration of the effects of the particular disability or handicap, and is necessary to afford handicapped or disabled persons equal opportunity to enjoy and use housing in residential districts in the city;
- (2) That the requested accommodation would not impose an undue financial or administrative burden on the city; ~~and~~
- (3) ~~That the requested accommodation would not fundamentally alter the city's zoning scheme;~~ That the reasonable accommodation is based on a site-specific assessment with regard to the particular property for which the accommodation is requested; and
- (4) That the requested accommodation would not fundamentally alter the city's zoning scheme.

The foregoing (as interpreted by the courts) shall be the basis for a decision upon a reasonable accommodation request made by the hearing officer, director, or designee, ~~or by the City Commission in the event of an appeal.~~ The hearing officer shall issue a written order on the request which approves the request, denies the request or approves the request with conditions and/or modifications as are deemed necessary and lawful. If located in a residential area, the hearing officer may impose conditions or modifications if he/she finds that such conditions or modifications are necessary to mitigate any factors which would fundamentally alter the residential character of the neighborhood, to protect the public health and safety or are reasonably necessary to assure compliance with his/her order.

- (f) *Reasonable accommodation determination.* ~~Within 30 days after the hearing officer's determination on a reasonable accommodation request is mailed to the requesting party, the requesting party may appeal the decision. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the city commission who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than 60 days after an appeal has been filed. In the event a reasonable accommodation is granted, it shall specifically apply only to the applicant. In the event the applicant is no longer living, or if applicable operating, at the subject location, the reasonable accommodation shall cease. The notice of determination shall be sent to the requesting party (i.e. the disabled individual(s) or representative) by certified mail, return receipt requested. The City of Deerfield Beach or the applicant may appeal a decision of the hearing officer to the Circuit Court in and for Broward County, Florida, in accordance with the Florida Rules of Appellate Procedure.~~
- (g) *No fee for reasonable accommodation.* There shall be no fee imposed by the city in connection with a request for reasonable accommodation under this section or an appeal

of a determination on such request to the city commission, and the city shall have no obligation to pay a requesting party's or an appealing party's (as applicable) attorney's fees or costs in connection with the request, or an appeal.

- (h) *Pending application.* While an application for reasonable accommodation, or appeal or a determination of same, is pending before the City, the City will not enforce the subject zoning ordinance, rules, policies and procedures against the applicant.
- (i) *General provisions.* The following general provisions shall be applicable:
 - (1) The city shall display a notice in the city's public notice bulletin board (and shall maintain copies available for review in the planning and development services department, and the city clerk's office), advising the public disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.
 - (2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.
 - (3) The city shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal; and appearing at a hearing, etc. to ensure the process is accessible.
- (j) *Revocation of reasonable accommodation.* Any reasonable accommodation received shall be subject to revocation or modification if the holder of the reasonable accommodation or the property upon which the accommodation is granted is found in violation of any provision of the order granting the reasonable accommodation by a court of law or by the special master hearing code enforcement cases, and the holder of the reasonable accommodation has failed to correct such violation. The city shall send the notice of a hearing on a proposed revocation or modification of a reasonable accommodation by certified mail, return receipt requested, to the holder of the reasonable accommodation at least 30 days prior to the date of the hearing. The reasonable accommodation administrator shall have the authority to consider and act on a revocation or modification of a reasonable accommodation, after notice and hearing during which the reasonable accommodation holder shall have the opportunity to present evidence and be heard.
- (k) *Recertification.* ~~All reasonable accommodation requests approved by the city are valid for no more than one year.~~ On an annual basis, the applicant shall submit a recertification affidavit to the City certifying that there are no material changes to the underlying facts and circumstances that served as the basis for the reasonable accommodation order. ~~Recertification requests.~~ The recertification affidavit must be filed at least 90~~30~~ days before the conclusion of the end of the one year period of effectiveness of the reasonable

accommodation order. ~~The process for recertification shall follow the same requirements as set forth above for "Requests for Accommodation", and review of recertification requests shall follow the same procedures as outlined above for new applications. The failure of the applicant to timely apply for submit the annual recertification affidavit, or the denial of an application to recertify annually a material change to the underlying facts and circumstances that served as the basis for the reasonable accommodation order, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same requirements as set forth above.~~

- (l) *Severability.* If any part, Section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word of section relating to reasonable accommodations, is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term or word

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

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

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

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

PASSED 1ST READING ON THIS _____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK